A Guide to
Municipal Dedicated Lands

Prepared by:
Saskatchewan
Community Services
Community Planning
Saskatoon

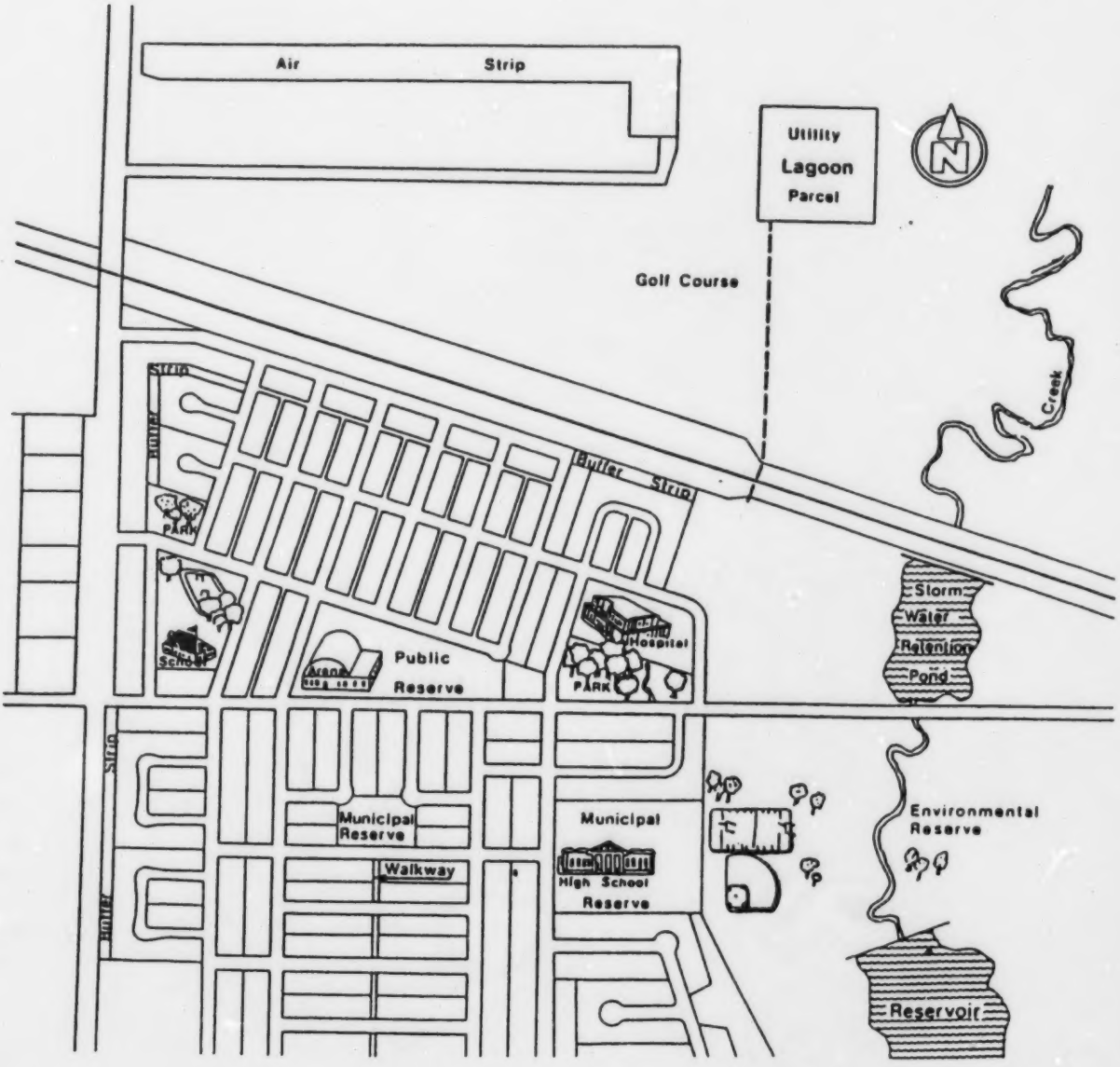
January, 1991

Saskatchewan
Community Services

Saskatchewan
Rural Development

A Guide to Municipal Dedicated Lands

102-04232/



INTRODUCTION

Parks, recreation grounds, natural areas, public buildings, schools, buffers, walkways, roads, streets, lanes and utility facilities can be located on dedicated lands. The lands legally identified as buffer strips, parks, reserves, walkways and utility parcels are discussed in this booklet.

A 1989 legislative amendment transferred most dedicated lands from provincial to municipal ownership. The amendment gave municipalities direct control of dedicated lands. This booklet will help municipalities with administration.

The information is in four parts.

BACKGROUND clarifies common terms and registered ownership.

GENERAL PROVISIONS has information that applies to all types of dedicated lands.

TYPES OF DEDICATED LANDS explains the purpose and permitted uses of each type.

The APPENDIXES have instructions and sample forms for:

- utility easements, leases and joint use agreements; and
- the creation, disposal or exchange of dedicated lands.

The last appendix lists the statutes and regulations on which the booklet is based.

Saskatchewan Community Services or **Rural Development** planning staff will answer questions or provide more details on dedicated lands. Their addresses and phone numbers are on page 11.

This booklet and the appendixes are not legal documents. The wording of the relevant statute, regulation or bylaw must be used for legal interpretations.

DEDICATION DEFINED

Historically, anyone subdividing land has had to provide some land for parks, schools and roads. Developers provided the land for public use in or near their subdivision. These public lands are subject to special laws that protect the interests of the developer, the public and the subdivision residents.

In Saskatchewan, public lands created by the subdivision process are called dedicated lands. *The Planning and Development Act, 1983* (Planning Act), and *The Dedicated Lands Regulations* contain the legal framework for the provision, ownership, use and disposal of dedicated lands.

The Planning Act directs subdivision approving authorities when to require the various types. A municipal development plan or planning statement may have local policies for the lands. Parts of *The Northern Municipalities Act*; *The Rural Municipality Act, 1989*; and *The Urban Municipality Act, 1984*, also apply to the land.

In the Planning Act, "**dedicated**" means provided for public use without compensation. **Dedicated lands** are parcels of land dedicated as buffer strips, environmental reserves, municipal reserves, public reserves and walkways under the current and past Planning Acts. While *The Land Titles Act* uses the same definition, it includes other lands called parks and utility parcels which were dedicated land designations permitted under past legislation.

Vested Public Highways

The Planning Act refers to the dedication of public highways; but, they are not included in the dedicated lands definition. Under *The Highways and Transportation Act*, a "public highway" is a road allowance, road, street or lane vested to or owned by the Crown. The Department of Highways and Transportation acts as owner of public highways.

TITLE DESIGNATIONS

All parcels of land are identified or designated on **Certificates of Title** and survey plans registered in district Land Titles Offices. There is at least one title referring to each lot, block or parcel on a plan. Sometimes, two or more **descriptive titles** exist for different parts of the same lot, block or parcel.

Dedicated lands have special alphanumeric designations on titles and plans. Possible designations include the following.

- Blocks lettered "R"
- Buffer Strip B, B#, PB# or MB#
- Environmental Reserve ER#
- Lot #, Block #, taken for Public Reserve
- Municipal Reserve MR#
- Park or Public Park
- Public Reserve R, R# or PR#
- Public or Market Square
- Reserve for Park, School, or other Public Purposes
- Utility Parcel U#
- Walkway W#

A parcel designation can be amended by a **Master of Titles Order** registered in a Land Titles office. The Order is noted on titles and plans to show the change. On titles, the land description will include "as amended by Master of Titles Order No. *-registered number-*".

The Planning Act permits **ministerial directives** and **dedication bylaws** to dedicate land and change the designation of some parcels. Directives can give parcels environmental or public reserve designations. Bylaws can give municipal reserve designations. Some land, however, may be designated as reserve only on its title (i.e. a descriptive title).

- **Appendix A** has instructions for passing and registering a dedication bylaw.

OWNERSHIP

A Certificate of Title states the name of the **registered owner** of a parcel of land. Since 1913, legislation has required the Crown to be named the owner of all dedicated lands. Different departments' names and addresses are stated on these titles as departmental responsibility for the lands changed.

In 1957, the Department of Municipal Affairs became responsible for all dedicated lands. In 1981, Municipal Affairs was replaced by the Departments of Rural Affairs and Urban Affairs. Rural Affairs became Rural Development in 1983 and Urban Affairs became Community Services in 1991. The names of all these departments can be on existing titles.

In the past, some dedicated lands were deemed vested and no title was issued. A Land Titles office will do a historical search to clarify the status and ownership of these parcels.

Between 1973 and 1983, titles for "utility parcels" may have named a municipality as owner. Since April 14, 1984, titles for walkways with a "W#" designation, may name a municipality as owner.

Municipal Ownership

The Planning and Development Amendment Act, 1989, now allows municipalities to own dedicated lands. It took effect in stages. Since November 1, 1989, titles have named a municipality as owner of dedicated lands created in the municipality.

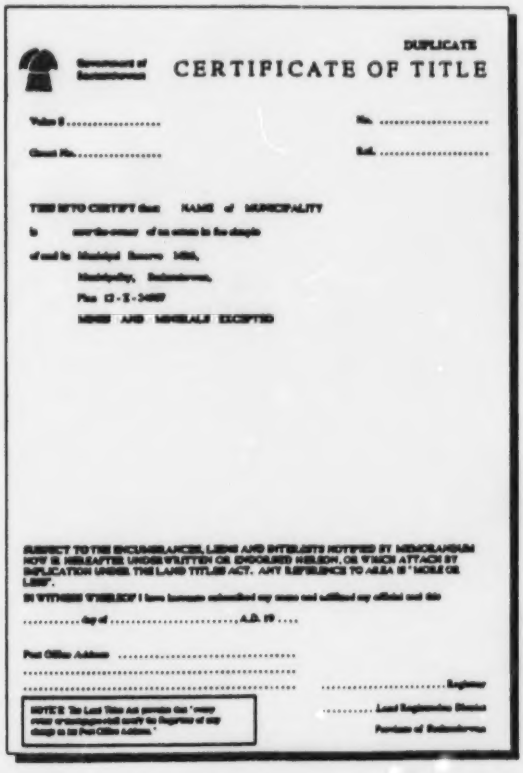
On January 1, 1991, the legislation transferred ownership of existing dedicated lands to the municipality in which the land is located. The legislation wording eliminates the need to remove the Crown's name from existing titles. Hence, a municipality is the registered owner of dedicated lands inside their boundaries even though the Crown's name may be on the title. Exceptions are discussed in the next section.

EXEMPTIONS

Some dedicated lands may be retained under Crown ownership because a provincial interest exists (i.e. a provincial building is on the land). New public reserves may be retained under Crown ownership for similar reasons. These lands are exempt from the legislative transfer to municipal ownership.

An exempted parcel will be described in a **Ministerial Order** issued by the Department of Community Services or Rural Development. Copies will be filed with the municipality and their district Land Titles office. An Order may be revoked if the provincial interest ends.

The Departments of Community Services or Rural Development continue to act as owner of dedicated lands that are not transferred to municipalities.



DUPLICATE

CERTIFICATE OF TITLE

UTILITY EASEMENTS

A council may permit any type of public utility line on any dedicated lands. They also may allow private domestic water wells, water lines and sewage lines.

Utility lines may be protected by easement agreements that describe a legal right-of-way for lines and access to them. A right-of-way may require subdivision approval. Agreements may be drafted by a solicitor and registered on a property's title. No agreements are needed for municipal lines on municipal dedicated lands.

Payment for easements on dedicated lands can be recorded in a special municipal account. See the **Dedicated Lands Account** section.

- **Appendix B** has more details and a sample easement agreement.

MAINTENANCE

A municipality is responsible for maintaining all dedicated lands within their boundaries subject to any lease or joint use agreements. A council has discretion over the type and level of maintenance, as long as public safety is not neglected, pursuant to *The Rural Municipality Act, 1989*; *The Urban Municipality Act, 1984*; and *The Northern Municipalities Act*.

JOINT USE AGREEMENTS

A municipality and a school division OR two or more municipalities, can share the use and maintenance of some dedicated lands. Section 198 or 198.1 of the Planning Act allow formal agreements. Each party's solicitor should review an agreement before it is formalized.

- **Appendix D** is a sample joint use and maintenance agreement between a school division and a municipality.

LEASES

Municipalities may lease all dedicated lands except walkways, to any individual or incorporated organization. Lessees can be responsible for maintenance, liability and other negotiable items. Leases must be for the following purposes and durations.

Buffer strips can be leased for agricultural or horticultural uses. Environmental reserves can be leased for public parks. Municipal reserves can be leased for public parks, recreation areas, schools, natural areas, agricultural or horticultural uses, and public buildings or facilities. Charitable corporations can lease municipal reserves for their buildings or facilities. These leases can have a maximum term of forty years.

Municipal reserves can be leased to commercial operators for public recreational purposes. These leases can have a five year term and annual rental fees equal to market values. Buildings or facilities must be removable upon termination or, if they are to be left on the land, acceptable for continued public use.

Lease agreements should be drafted by the municipal solicitor. The solicitor should ensure the lease conforms to the Planning Act and *The Dedicated Lands Regulations*. Lease proceeds must be recorded in the municipality's **Dedicated Lands Account**.

- **Appendix C** is a sample lease agreement that the municipal solicitor must revise to suit the situation.

Urban and northern municipalities must pass a bylaw to enter into any agreement. Rural municipalities must pass a bylaw to enter into an agreement with another municipality or a school division. Sample bylaws are provided in each appendix.

SALE OR EXCHANGE

A council may propose the sale or exchange of dedicated lands. Different requirements exist for each type of land (i.e. only municipal reserves may be exchanged for other land). Council must complete the requirements before they make a binding agreement for the land.

In most cases, a council must advertise and hold a public hearing on a sale or exchange proposal. They then may pass a bylaw for ministerial approval. Council may need to hire a land surveyor or solicitor to finish the process.

All sales and exchanges require a Master of Titles Order. The Order must change the land's existing dedicated lands designation to a regular lot, block or parcel designation.

- **Appendix E** details sale and exchange procedures and provides sample forms.

DEDICATED LANDS ACCOUNT

A **Dedicated Lands Account** is a separate municipal ledger account. It must record all funds a municipality receives from or spends on dedicated lands.

The account must record proceeds from reserve sales or leases, and funds received in lieu of reserve dedication[1]. It may include accrued interest from general revenues to compensate for increasing land values.

Councils may authorize expenditures from the account for developing, buying, maintaining or improving dedicated lands. The lands may be located outside the municipality.

MUNICIPAL BOUNDARY CHANGES

Municipal boundary negotiations can include discussion on transferring municipal assets. Most municipal land such as utility parcels, can be transferred to another municipality by registering a Transfer by Corporation form in Land Titles. The form must be executed by the existing registered owner. The forms are available from stationery stores and solicitors.

Transfers and a Master of Titles Order may be required to transfer dedicated lands with titles naming a municipality as owner. The Order must change the municipal name on the titles and affected survey plans. Community Planning staff will help municipalities obtain these Orders.

Transfers and Orders are not required for dedicated lands that have titles naming the Crown as owner. Legislation deems these to be owned by the municipality in which the land is located. Some of these parcels, however, may be exempt from municipal ownership (see page 3).

[1] See Cash In Lieu Of Dedication on page 6.

TYPES OF DEDICATED LANDS

MUNICIPAL and PUBLIC RESERVES

Municipalities own and control all dedicated lands within their boundaries unless a parcel is exempted by an Order (see page 3). Exempted public reserves retain the name and stay Crown owned. Public reserves transferred to municipal ownership are called municipal reserves.

Municipal reserves are required for open space, public parks and community buildings in new subdivision layouts. There are exceptions for agricultural or utility sites and land previously subject to the requirement. Sometimes, the requirement can be temporarily deferred or met by a monetary settlement.

Deferred Dedication Caveats

When deferring the reserve requirement, the subdivision approving authority registers a **caveat.** It is put on the title to land from which the reserve will be dedicated. This land must be owned by the person making the subdivision application who must agree to the caveat provisions. If the land is being sold, the caveat informs prospective buyers of the commitment.

Cash in lieu of Dedication

When reserve dedication is impractical or unnecessary, the requirement can be met by a payment to the municipality from the person making the subdivision application.
The payment must equal the market value of the required land in a subdivided, unserviced state as negotiated by the person and a council. The funds must be recorded in the municipality's **Dedicated Lands Account** for developing other reserves (see page 5).

The following shows how the payment might be calculated for residential land. If serviced lots sell for $10,000 each and servicing costs are $8,000 per lot, the payment would equal 10% of $2,000 times the number of new lots. The municipality must hire an independent appraiser to resolve disputed land values.

Legal Designations

Existing municipal reserve parcels can be designated on titles and survey plans as:
- Block R or Blocks lettered "R"
- Lot #, Block #, taken for Public Reserve
- Reserve, Reserve R
- Reserved for Park, School or other Public Purposes
- Park or Park Reserve
- Public Reserve R, R#, PR#
- Public Park or Square
- Market Square, and
- Municipal Reserve MR#.

Parcels designated "Municipal Reserve MR#" have plan notations and titles stating that a municipality is the landowner. Parcels with the other designations may have titles naming the Crown as owner. Legislation deems these to be owned by the municipality in which the land is located unless the parcel is exempted by an Order (see page 3).

Permitted Uses

Municipal and public reserves may be used for open space, parks, recreation facilities, public buildings, schools, natural areas, utilities and agricultural or horticultural uses. The land may be leased for buildings or facilities owned by charitable corporations. Before building, consider if the land has any hazardous areas deemed **Environmental Reserve** (see page 9).

A council may lease a municipal reserve to any individual or incorporated organization for the above uses. Leases may be registered in a Land Titles Office if appended to a caveat.

- Appendix C is a sample lease that municipal solicitors must revise to suit the situation.

A municipality and a school division, or two or more municipalities, may negotiate agreements for the joint use and maintenance of municipal reserves. Each party's solicitors should review an agreement before it is formalized.

- **Appendix D** is a sample joint use and maintenance agreement.

Sale and Exchange

A council may propose the sale of a municipal reserve needed for some purpose not allowed under the permitted uses. They may propose to exchange a reserve for other land of equal or greater value. To do so, council must hold a public hearing, pass a bylaw, obtain ministerial approval, and amend the legal designation of the land before they make a binding agreement.

Council may need to obtain a subdivision approval and hire a Saskatchewan Land Surveyor if a proposal:
- affects only part of a parcel;
- consolidates two or more parcels; or
- dedicates other land.

The district Land Titles office or the Chief Surveyor's office decide if a subdivision approval and a land surveyor are needed.

When considering the disposal of municipal reserve, a council must review the location and amount of other reserves in their community. Municipal reserves are for public open space near the subdivision that provided the reserve. The Planning Act requires 10% of residential areas and 5% of others, to be municipal reserve. Council may sell excess reserve, or arrange an exchange to keep enough reserve in an area.

- **Appendix E** has sale and exchange procedures and sample forms.

> Community planning staff will help with the sale or exchange process.

LAND USED FOR PARKS

Previously Crown owned land designated on titles and survey plans as "Park", or the like, are deemed dedicated lands (i.e. municipal reserve). In urban and northern municipalities, other land used for parks is subject to different statutes. Usually, this land has a regular lot or parcel designation, is municipally owned, and has been given a park name by a bylaw or resolution.

Sale of these lands is subject to Section 168(3) of *The Urban Municipality Act, 1984*, or Section 120(3) of *The Northern Municipalities Act*. No municipality can dispose of land used for park purposes without publishing a notice of its intention to do so in a local newspaper once a week for two successive weeks prior to authorizing the disposal. The notice format on page E-5 can be adapted for these situations.

After the hearing, council may rescind a bylaw that named the land a park and authorize the sale. They then may register a transfer form in the district Land Titles office. A Master of Titles Order is not needed since the land already has a regular lot, block or parcel designation.

TYPES OF DEDICATED LANDS

BUFFER STRIPS

Buffer strips are surveyed parcels used to separate different land uses. Their size and location are decided during the review of a subdivision application. They provide space between residential and commercial areas, or separate lots and blocks from a major road.

Legal Designations

Buffer strips are designated on survey plans and titles as "Buffer Strip". They can have the letter and number identifiers: "B#", "PB#" or "MB#".

Parcels designated "Buffer Strip MB#" have survey plan notations and titles stating that a municipality is the landowner. Those with the other identifiers may have titles naming the Crown as owner. Legislation deems these to be owned by the municipality in which the land is located unless exempted by an Order (page 3).

Before 1973, land intended for buffer strips were given a regular lot, block or parcel designation. These parcels usually can be treated the same as any other municipal land.

Permitted Uses

Buffer strips may be landscaped as required by council. The landscaping should enhance separation of different land uses. Councils may lease a buffer strip to any individual or incorporated organization for agricultural or horticultural uses.

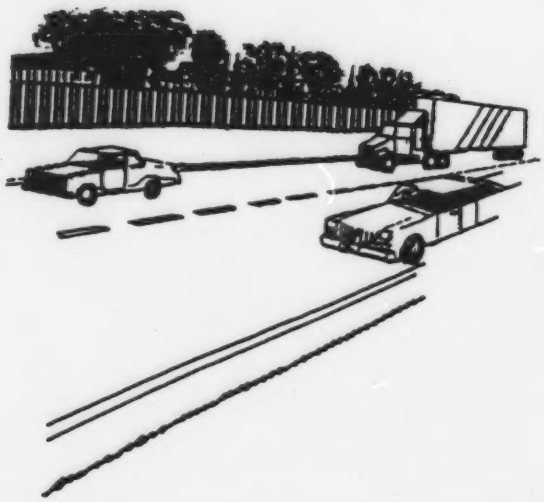
- **Appendix C** is a sample lease the municipal solicitor can revise to suit the situation.

Sale

A council may propose selling a buffer strip that is no longer needed. Buffer strips cannot be exchanged for other land.

Before making a binding agreement, council must hold a public hearing, pass a bylaw, obtain ministerial consent and apply for a Master of Titles Order. Council may need a subdivision approval and a Saskatchewan Land Surveyor if the proposal affects only part of a parcel, or consolidates two or more parcels. The district Land Titles office or the Chief Surveyor's office decide if a subdivision approval and a surveyor are needed.

- **Appendix E** has sale procedures and sample forms.



ENVIRONMENTAL RESERVES

Environmental reserves result from the review of subdivision applications. They may be parcels of land containing:

- ravines, coulees, swamps, drainage courses;
- land that is unstable or flood prone; or
- land beside a lake, river or stream or any other water body required for preventing pollution, preserving banks or flood protection.

Legal Designations

Before 1983, public reserves contained the foregoing areas. Since 1983, survey plans could show the areas as separate parcels designated as "Environmental Reserve" with a letter and number identifier (i.e. ER3).

Municipalities own all environmental reserves located inside their limits unless a parcel is exempted by an Order (see page 3). As of November 1, 1989, new titles for environmental reserves can name a municipality as owner. Titles issued before then may still name the Crown as owner.

> Community planning staff can explain environmental reserve designations.

Permitted Uses

An environmental reserve may be left in its natural state or used for a public park. Development plans and utility installations must consider why the land is an environmental reserve. Note the following examples.

If the land has unstable hillsides, consult a geotechnical engineer about maintaining slope stability. If the land is flood prone, flood proof any development on the land.

The Saskatchewan Water Corporation should be consulted before filling flood prone areas. They can advise where to fill in order to avoid increasing the flood risk on other lands. Failure to take precautions can result in litigation.

An environmental reserve may be leased for a public park. The municipal solicitor must incorporate any needed precautions. The sample lease in Appendix B cannot be used for environmental reserves.

Sale

An environmental reserve may be sold only with **prior ministerial consent**. A council must have the consent before they use the sale procedures in Appendix E. The Minister, in consultation with other government agencies, must agree the land is no longer needed as an environmental reserve. Environmental reserves cannot be exchanged for other land.

WALKWAYS

Walkways are for pedestrian routes or paths needed in some subdivision layouts. Their locations are decided during the review of a subdivision application. They can be developed as required by council.

Legal Designations

There are two types of walkway designations. Before April 17, 1984, walkways were shown on subdivision plans as part of the streets. These walkways were vested, like the streets, to the Department of Highways and Transportation. These are called **Crown owned walkways.**

Since April 17, 1984, subdivision plans have shown walkways as separate parcels designated as "Walkway W#". These should have a title that names a municipality the owner. These types are called **designated walkways.**

Sale

Council may propose the sale or cancellation of any walkway that is no longer needed. No designated walkway can be leased for any purpose or exchanged for other land.

To sell or cancel a Crown owned walkway, council must follow the road closure procedures in Appendix F. All councils must first obtain Highways' consent to proceed. Urban and northern councils must advertise their intention, hold a public hearing and pass a bylaw; whereas, rural councils do not have to.

To sell or cancel designated walkways, councils must use parts of **Appendixes E and F.** All councils must pass a bylaw, obtain ministerial approval, and apply for a Master of Titles Order pursuant to **Appendix E.** Urban and northern municipalities also must advertise and hold a public hearing pursuant to **Appendix F.** The urban and northern Acts require public notice be given for the disposal of all types of public thoroughfares.

UTILITY PARCELS

Between January 1977 and April 1984, some parcels on survey plans were designated as "Utility Parcel U#". These parcels were for municipal utility sites (e.g. pump houses). Such parcels now are given regular lot, block or parcel designations which can be transferred to a municipality (see servicing agreements under Section 143 of the Planning Act).

No transfer, other than to a municipality, nor change in the boundaries of a utility parcel can be done without a Master of Titles Order. Consult your district Land Titles Office or the Chief Surveyor's office about using the sample petition in Appendix E and the need for a Saskatchewan Land Surveyor.

More information about dedicated lands can be obtained from the following offices.

URBAN MUNICIPALITIES

Saskatchewan Community Services
122 Third Avenue North
Saskatoon, Saskatchewan
S7K 2H6
PHONE: 933-5386

Saskatchewan Community Services
2151 Scarth Street
Regina, Saskatchewan
S4P 3V7
PHONE: 787-2728

RURAL MUNICIPALITIES

Saskatchewan Rural Development
Municipal Services
3130 Eighth Street East
Saskatoon, Saskatchewan
S7K 2H6
PHONE: 933-6937

Saskatchewan Rural Development
Municipal Services
3085 Albert Street
Regina, Saskatchewan
S4S 0B1
PHONE: 787-2893

NORTHERN MUNICIPALITIES

Saskatchewan Community Services
9th Floor McIntosh Mall
Box 3003
Prince Albert, Saskatchewan,
S6V 6G1
PHONE: 953-2400

More information about land descriptions, transfers and Master of Titles Orders can be obtained from your district Land Titles office or the:

Chief Surveyor's Office
2024 Albert Street
Regina, Saskatchewan
S4P 2T7
PHONE: 787-5505

NOTES

TABLE OF CONTENTS

INTRODUCTION 1

BACKGROUND

DEDICATION DEFINED 2
Dedicated Lands / Vested Public Highways

TITLE DESIGNATIONS 2
Certificate of Title / Descriptive Title / Master of Titles Order / Ministerial Directive / Dedication Bylaw

OWNERSHIP 3
Registered Owner / Municipal Ownership

EXEMPTIONS 3
Ministerial Order

GENERAL PROVISIONS

UTILITY EASEMENTS 4

MAINTENANCE 4

JOINT USE AGREEMENTS 4

LEASES 4

SALE OR EXCHANGE 5

DEDICATED LANDS ACCOUNT 5

MUNICIPAL BOUNDARY CHANGES 5

TYPES OF DEDICATED LANDS

MUNICIPAL AND PUBLIC RESERVES 6
Deferred Dedication Caveats / Cash In Lieu Of Dedication / Legal Designations / Permitted Uses / Sale and Exchange

LAND USED FOR PARKS 7

BUFFER STRIPS 8
Legal Designations / Permitted Uses / Sale and Exchange

ENVIRONMENTAL RESERVES 9
Legal Designations / Permitted Uses / Sale and Exchange

WALKWAYS 10
Legal Designations: *crown owned*; *designated* / Sale and Exchange

UTILITY PARCELS 10

FURTHER INFORMATION 11

APPENDIXES

APPENDIX A: MUNICIPAL RESERVE DEDICATION BYLAW

Introduction / Ownership and Titles / Sample Bylaw / Preparing The Bylaw / Passing The Bylaw
Registering The Bylaw / Covering Letter / Description Examples - Parts I, II and II /
Consolidation Rules / Roadway Closures / Sample Affidavit as to Facts of Case /
Sample Petition for Amendment of Plan

APPENDIX B: UTILITY EASEMENTS

Introduction / Sample Bylaw / Utility Easement Agreement / Sample Affidavit /

APPENDIX C: SAMPLE LEASE AGREEMENT

Parties / Purpose / Term / Rent / Conditions / Insurance / Use / Termination / Possession /
Postal Addresses / Future Roadway and Utility Provision / Representation / Sample Bylaw

APPENDIX D: SAMPLE JOINT USE AGREEMENT

Parties / Purpose / Definitions / Joint Use Facilities / Management Committee /
Management Committee Membership / Management Committee Jurisdiction /
Development Costs / Scheduling Provisions / Maintenance / Equipment / Damage or Loss /
Insurance / General Responsibilities / Arbitration / Amendments or Termination /
Coming Into Effect / Endorsement / Sample Bylaw

APPENDIX E: DEDICATED LANDS - SALE OR EXCHANGE

Contents / Procedure Flow Chart / Introduction / Prerequisites / Assistance /
Exceptions: *Walkways*; *Utility Parcels*; *Reserves created by Directive or Bylaw* /
Procedures: *Resolution*; *Bylaw*; *Public Notice*; *Utility Company Comments*; *Public Hearing*;
Ministerial Approval; *MTO Application*; *Registration* / Bylaw Format / Making Certified Copies /
Notice Format / Statutory Declaration / Affidavit as to Facts of Case /
Commissioner of Oaths Endorsement / Petition for Amendment of Plan / Procedure Check List

APPENDIX F: MUNICIPAL ROAD CLOSURES

Contents / Procedure Flow Chart / Introduction / Prerequisites: *Planning*; *Land Description* /
Road Closure Procedures: *Resolution*; *Highways Consent*; *Public Notice*; *Utility Comments*;
Urban and Northern Municipalities (bylaw, notice, hearing); *Subdivision Plans*;
Road Allowances and Road Plans; *Registration* / Bylaw Format / Making Certified Copies /
Notice Format / Affidavit as to Facts of Case / Commissioner of Oaths Endorsement /
Petition for Amendment of Plan / Procedure Check List

APPENDIX G: STATUTES AND REGULATIONS

APPENDIX A: MUNICIPAL RESERVE DEDICATION BYLAW

INTRODUCTION

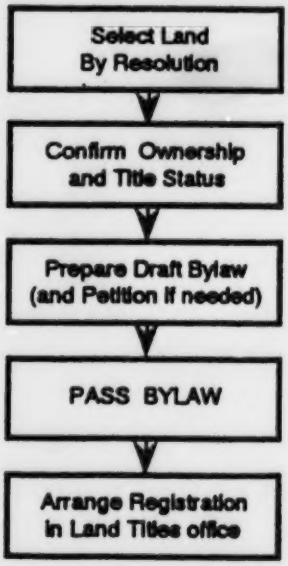
The sample bylaw on Page A-2 may be used to dedicate land as Municipal Reserve. It can be registered in a Land Titles office to formally identify the land as a reserve. Alternatively, a Saskatchewan Land Surveyor may be hired to prepare a new survey plan to dedicate the land.

The bylaw may be used when:
- a council wants to dedicate existing surveyed land that has a title,
- exchanging other land for existing reserves (see **Appendix E**), or
- land has been donated to a municipality on the condition that it remain a park.

By dedicating land as municipal reserve, a council commits the land for park purposes and allows the public to comment on any intended sale of the land proposed in the future.

Two municipalities may pass complementary bylaws for land they jointly own. The municipalities may have a joint use agreement like the sample in **Appendix D**.

DEDICATION BYLAW STEPS



OWNERSHIP AND TITLES

A municipality must own and have titles for the land being dedicated. Ownership can be confirmed by examining survey plans and titles registered in your district Land Titles office. Ownership **transfers** may registered before or with the bylaw.

The type and number of titles determines how the bylaw is worded and registered. A bylaw must quote the land descriptions that are on the titles, or that are acceptable to a Land Titles office.

Parts I, II and III of this appendix give example land descriptions and explain the registration differences. Part I involves whole lots, blocks or parcels on registered subdivision plans. Part II involves land held by descriptive title, land surveyed on road or railway plans, and land described as part of a quarter section.

Part III explains how to reduce the number of titles, or include abutting streets and lanes, on subdivision plans. These cases require a complementary **Master of Titles Order** (MTO).

If dedicating whole lots or parcels on a subdivision plan, the bylaw must give a new municipal reserve designation for each site. New municipal reserves can be consecutively numbered even if the parcels are on different registered plans. For example, if municipal reserves designated "R", "R1", "PR2" and "MR3" exist in an area, the next new reserve can be designated "MR4", and so on. Existing designations, however, cannot be used again for another parcel on the same plan.

Saskatchewan Community Services or **Rural Development** planning staff will help you with these procedures. Their addresses and phone numbers are in the *Municipal Directory* and on subdivision application forms.

PREPARING THE BYLAW

Sample wording for the main bylaw text is shown to the right. Wording for clause 1) depends on the existing legal land descriptions. Land description examples are given in Parts I, II and III.

Be familiar with the examples before starting the bylaw. Community Planning and Land Titles staff will help you draft the descriptions.

You may send a draft copy of the bylaw to Land Titles for their comments. They will check the ownership, land descriptions, and proposed designations. If a Master of Titles Order is needed, send the draft copy to the Chief Surveyor's office instead.

SAMPLE BYLAW

-NAME OF MUNICIPALITY-
BYLAW NO. ___

A bylaw to dedicate land as municipal reserve pursuant to Sections 194.1* and 205.1 of *The Planning and Development Act, 1983.*

The Council of the **NAME OF MUNICIPALITY** in the Province of Saskatchewan, hereby enacts to dedicate as municipal reserve the following land in and owned by the **NAME OF MUNICIPALITY:**

1) ***INSERT THE APPROPRIATE LAND DESCRIPTIONS***
For whole parcels on subdivision plans, see Part I.
For land held by descriptive title, see Part II.
For parcel consolidations or road closures, see Part III.

2) That this bylaw become effective on the date it is registered in the *INSERT NAME* Land Titles office.

SEAL

Signature
Mayor / Reeve

Signature
Administrator / Clerk

* Use Section 198.1 to pass complementary bylaws for two municipalities and revise the bylaw text as required. The bylaw heading must quote the relevant statute sections for Land Titles purposes.

PASSING THE BYLAW

The completed bylaw may be passed in the regular manner with three readings by council. No public notice, public hearing or ministerial consent are needed.

Two certified copies of the bylaw must be sent for registration. Photocopies of the original signed bylaw may be used. Certify each copy using the wording in the block to the right with an original signature and the municipal seal on each copy.

You must ask the Land Titles office to return one certified copy showing their registration number. This copy should be put in the municipal bylaw register.

Certified a true copy of Bylaw No. ____
passed on the **DAY** of **MONTH, YEAR.**

SEAL

Signature
Administrator / Clerk

REGISTERING THE BYLAW

Bylaw registration can occur two ways. If a Master of Titles Order is not needed, the bylaw may be sent for registration directly to your local Land Titles office using a letter like that shown below.

With the letter, send two certified copies of the passed bylaw, and any Duplicate Certificate(s) of Titles you have. If a Duplicate cannot be found, the Land Titles office may need a special affidavit from you.

If a Master of Titles Order is needed, the bylaw must be sent to the Chief Surveyor's office along with a completed Petition and Affidavit as explained in Part III. Any Duplicate titles you have may be included.

After a Land Titles office accepts a bylaw, they assign it a registered instrument number. If the bylaw uses wording like that in Part I, Land Titles will amend the plans and issue new titles. The amended plans and new titles will refer to the bylaw's instrument number.

If the bylaw uses wording like that in Part II, Land Titles only issues new or revised titles. The titles will be endorsed that the lands are municipal reserve as explained in Part II.

Bylaws based on Part III form part of a Master of Titles Order. An Order is registered like a bylaw based on Part I. The amended plans and titles will refer to the instrument number given to the Order.

Land Titles sends copies of a registered bylaw or Order to the Chief Surveyor's office, the Department of Highways and Transportation, and the Central Survey and Mapping Agency. To avoid Land Titles fees for making these copies, you may include three photocopies of the certified bylaw with your request. Your local Land Titles office can be consulted about their other registration fees.

A procedure check list is provided on Page A-9.

SAMPLE COVERING LETTER

MUNICIPAL LETTERHEAD
Full Post Office Address

Date

Land Title Registrar
NAME Land Registration District
Address

Dear Registrar:

Re: Municipal Reserve Dedication Bylaw No. ____

Enclosed are two certified copies of Bylaw No. ____ to dedicate the included land as municipal reserve.

The Duplicate Certificate(s) of Title* for the lands (is/are enclosed OR on file in your office).

Please amend the registered plans and titles as needed to effect the bylaw's intent and issue new or revised titles to our address.

Please return one certified copy showing your registration number along with your Statement of Fees.

Yours truly,

Administrator / Clerk

* If a Duplicate is lost, Land Titles may require an affidavit from you.

DESCRIPTION EXAMPLES - PART I

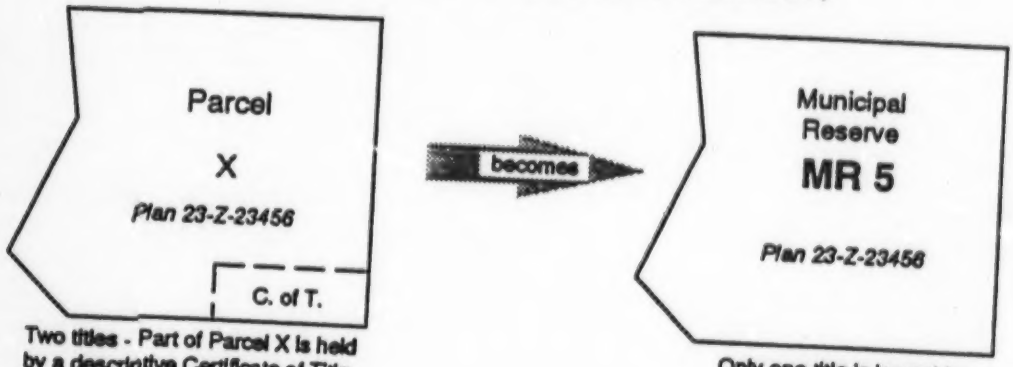
These examples affect whole surveyed lots or parcels on subdivision plans. Once a lot or parcel's designation is changed on a plan, Land Titles issues a new title showing the new parcel designation.

EXAMPLE a) *Lot 1, Block 1 on Plan 12-Z12345 , to be designated as Municipal Reserve MR4*

This example involves one site held by one title

EXAMPLE b) *All of Parcel X on Plan 23-Z-23456 , to be designated as Municipal Reserve MR5*

This example involves one site held by two titles. The municipality must own both parts in order to change the designation on the plan.
(Part II covers cases where a municipality only has title to part of a site.)

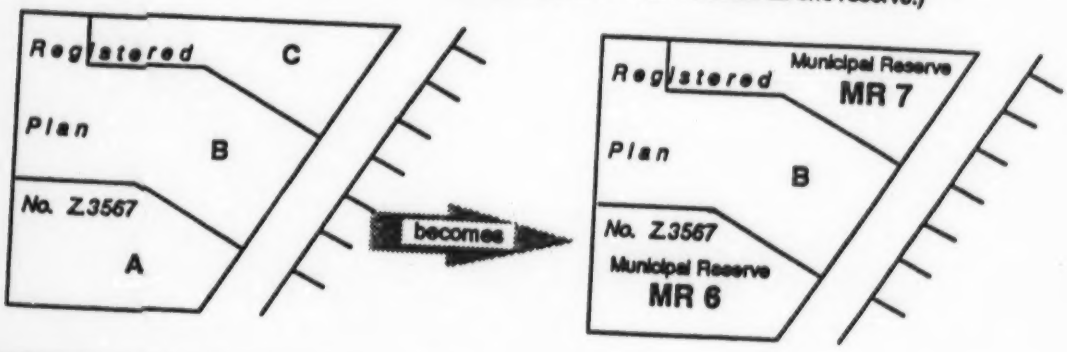


Two titles - Part of Parcel X is held by a descriptive Certificate of Title.

Only one title is issued for the municipal reserve.

EXAMPLE c) *Parcels A and C on Plan Z.3567 , to be designated as Municipal Reserves MR6 and MR7*

This example involves two sites, each with their own title, that are on the same subdivision plan. (Part III explains how all three parcels could be consolidated as one reserve.)



DESCRIPTION EXAMPLES - PART II

These examples cover:
- land held by descriptive title (for parts of lots, blocks or parcels on subdivision plans);
- land surveyed on road or railway plans for which a title exists; or
- titled parts of quarter sections (e.g. LSD's).

A bylaw based on this Part affects titles only. Since no plans are changed, the affected land cannot be given new or consecutive reserve designations. The wording in this part cannot be used in the same bylaw with wording from Parts I or III. Community Planning and Land Titles staff will explain details.

EXAMPLE a) *The most westerly 30 metres in perpendicular width throughout Parcel S, Plan Z.123, as contained on Certificate of Title No. INSERT TITLE NUMBER.*

EXAMPLE b) *All of LSD 16, NW 1/4 Section 36, Township 1, Range 33, West of the Third Meridian, as contained on Certificate of Title No. INSERT TITLE NUMBER.*

Once the bylaw is registered, the title is revised to read:
- on the front, with the words "Designated MUNICIPAL RESERVE by Instrument 99-Z-99999",
- on the back, with a Notice reading "Designated MUNICIPAL RESERVE by Bylaw No. _#_ pursuant to Part VIII of *The Planning and Development Act, 1983*".

The legal description of the land then includes the phrase "Designated MUNICIPAL RESERVE by Instrument 99-Z-99999". The reserve designation may not appear on any registered plans.

SAMPLE TITLE - BEFORE

Province of Saskatchewan — Duplicate Certificate of Title No. _____

(Land) Value $_____

THIS IS TO CERTIFY that
the NAME OF MUNICIPALITY
is now owner of an estate in fee simple of and in

The most westerly 30 metres in perpendicular width throughout Parcel S,
Municipality, Saskatchewan,
Plan Z. 123

SUBJECT TO the encumbrances, liens and interests notified by memorandum now or hereafter underwritten or endorsed hereon, or which attach by implication under The Land Titles Act.

(Owner's) Post Office Address

_____
_____
_____

SEAL

Signature Registrar
NAME Land Registration District

SAMPLE TITLE - AFTER

Province of Saskatchewan — Duplicate Certificate of Title No. _____

(Land) Value $_____

THIS IS TO CERTIFY that
the NAME OF MUNICIPALITY
is now owner of an estate in fee simple of and in

The most westerly 30 metres in perpendicular width throughout Parcel S,
Municipality, Saskatchewan,
Plan Z. 123

Designated MUNICIPAL RESERVE by Instrument No. 99-Z-99999

SUBJECT TO the encumbrances, liens and interests notified by memorandum now or hereafter underwritten or endorsed hereon, or which attach by implication under The Land Titles Act.

(Owner's) Post Office Address

_____
_____
_____

SEAL

Signature Registrar
NAME Land Registration District

DESCRIPTION EXAMPLES - PART III

This Part involves preparing a Master of Titles Order (MTO). A MTO can reduce the number of titles by consolidating contiguous sites, or have titles issued for permanently closed roadways.

Some Parcel Consolidation Rules

- Adjoining lots, blocks and parcels on the same plan can be combined as one site under one title with a new parcel designation.
- Adjoining parcels on different plans cannot be combined (a new survey plan is required).
- Different designations must be used for each parcel or combined parcels and on each plan.
- If a designation exists on a plan, it cannot be used again for another parcel on that plan.

Roadway Closures

Before roadways may be dedicated as municipal reserve, the municipality must apply for title to the roadways. The prior consent of Saskatchewan Highways and Transportation is needed. Some municipalities must advertise and hold a public hearing. **Appendix F** explains details and provides procedures.

A request for a MTO is sent to the **Chief Surveyor's office, 2024 Albert Street, Regina, Saskatchewan S4P 2T7.** The request involves completing a Petition and Affidavit like those on pages A-7 and A-8. The Chief Surveyor's office write descriptions for a fee, or advise if a new survey plan is needed.

The following example involves land on one subdivision plan. For more complicated cases, the municipality may need to hire a Saskatchewan Land Surveyor to resurvey the land.

The wording on line a) consolidates four adjoining lots as one parcel under one title. The wording of b) consolidates sixteen lots and a street as one parcel under another title. All road closure descriptions should be approved by the Chief Surveyor's office before any documents are executed.

EXAMPLE *on registered plan NUMBER:*

a) as Municipal Reserve MR4, all of Lots 5, 6, 7 and 8, Block 5; and

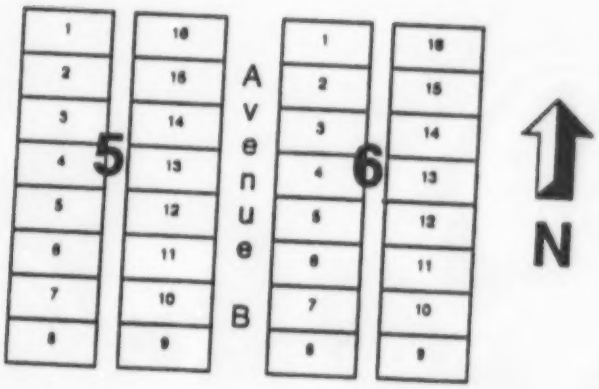
b) as Municipal Reserve MR5:

i) all of Lots 9 to 16, inclusive, Block 5,

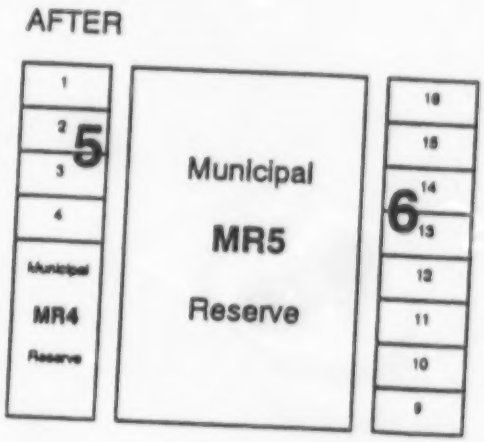
ii) all of Lots 1 to 8, inclusive, Block 6, and

iii) all that part of Avenue B lying between a line joining the southeast corner of Block 5 with the southwest corner of Block 6, and a line joining the northeast corner of Block 5 with the northwest corner of Block 6.

BEFORE



AFTER



SAMPLE

PETITION FOR AMENDMENT OF PLAN

BEFORE THE
MASTER OF TITLES
FOR THE
PROVINCE OF
SASKATCHEWAN

In the matters of The Land Titles Act and amendment to a plan of survey in the (IF RM: __ ¼ Sec._ Twp._ Rge._ Mer._ in the) NAME OF MUNICIPALITY registered in the Land Titles Office for the NAME Land Registration District as No. NUMBER.

The Petition of the NAME OF MUNICIPALITY in the Province of Saskatchewan, SHOWETH:

1) THAT the NAME OF MUNICIPALITY is owner of the following land:

   INSERT LEGAL DESCRIPTIONS FROM EXISTING TITLES
   (e.g. Lots 4 to 16, inclusive, Block 5; Lots 1 to 16, inclusive, Block 6; and Parcel X* created by Master of Titles Order NUMBER, MUNICIPALITY, Saskatchewan, Plan NUMBER)

2) THAT to consolidate titles, redesignation of the land is required.

3) THAT Council has passed Bylaw No. __, of which a certified copy is attached hereto, to dedicate the land as Municipal Reserve pursuant to The Planning and Development Act, 1983.

THEREFORE your Petitioner requests that the Master of Titles issue an Order directing:

A) THAT the said registered plan(s) be amended as stated in the attached Bylaw.

B) THAT new Certificate(s) of Title, and Duplicate(s) thereof, issue to: NAME OF MUNICIPALITY, FULL ADDRESS and POSTAL CODE.

C) THAT the Master of Titles do such further things deemed necessary in the circumstances.

Dated at the NAME OF MUNICIPALITY
this __ day of _____, A.D. 19__.

SEAL

Signature
Mayor / Reeve

Signature
Administrator / Clerk

* Parcel X is that part of Avenue B described on Page A-6. The example assumes Parcel X was created by another Order obtained using Appendix F.

This sample Petition does not include the wording needed for a roadway closure. The wording is given on Page F-7 in **Appendix F**. Wording from both samples may be combined in one Petition if the Chief Surveyor's office agrees.

Draft copies of a Petition, Affidavit and bylaw may be sent to the Chief Surveyor's office before they are executed. They will correct any errors or omissions.

Two copies of a formal Petition must be sent to the Chief Surveyor's office. **Each copy must have original signatures and the municipal seal.**

Once the Chief Surveyor's staff finds a submission in order, they send you a draft copy of the Order, and an invoice for their fees. If no corrections are needed and the fees are paid, they send all the documents to your Land Titles office for registration.

Land Titles then sends you a copy of the registered Order, the new Duplicate Certificates of Title, and their Statement of Fees. The Order may be filed with the bylaw in the municipal bylaw register.

A Petition must be accompanied by an Affidavit sworn before a Commissioner of Oaths as explained on the next page.

SAMPLE

AFFIDAVIT AS TO FACTS OF CASE

PROVINCE OF
SASKATCHEWAN
TO WIT

In the matters of The Land Titles Act and an amendment to a plan of survey in the (IF RM: _ ¼ Sec. Twp. Rge. Mer. in the) NAME OF MUNICIPALITY registered in the Land Titles Office for the NAME Land Registration District as No. NUMBER.

I, TYPE IN FULL NAMES - NO INITIALS of the NAME OF MUNICIPALITY in the Province of Saskatchewan, OCCUPATION (e.g. Municipal Administrator) make oath and say:

1) That I am the JOB TITLE (Administrator) for the NAME OF MUNICIPALITY and as such have personal knowledge of the matters herein.

2) That annexed hereto and marked Exhibit "_X_" to this, my Affidavit, is the Petition of the NAME OF MUNICIPALITY dated the DAY of MONTH, YEAR.

3) That the facts, matters and things set forth in the annexed Petition are true in substance and in fact, to the best of my knowledge, information and belief.

Sworn before me in and at the
NAME OF MUNICIPALITY,
in the Province of Saskatchewan,
this ___ day of ____, A.D. 19__.

_____Signature_____
(of person swearing affidavit)

_____Signature_____
Commissioner for Oaths in and for
the Province of Saskatchewan.
My Commission expires _____,19__.

An Affidavit like that to the left must be sent with a Petition to the Chief Surveyor's office. They require two copies with original signatures on each.

COMMISSIONER OF OATHS ENDORSEMENT

A Commissioner of Oaths must endorse every Exhibit attached to an Affidavit. Wording like that to the left may be used. The wording can be stamped or typed on each attachment.

This is Exhibit "___" referred to in the Affidavit of FULL NAMES sworn before me this DAY of MONTH, YEAR.

_____Signature_____
A Commissioner for Oaths in and
for the Province of Saskatchewan.
My Commission expires _____,19__.

DEDICATION BYLAW CHECK LIST

1. Council resolves to dedicate: _____
   (civic or local address)

   _____

   Resolution No. _____ Passed on: _____

2. Legal land description(s): as follows ____; on attachments ____. Titles requested: _____
   (from titles)

   _____

   _____

   _____

3. Land registered as: whole lots, blocks or parcels on a subdivision plan (see Part I) ____ ;

   descriptive title ____ OR road or survey plan ____ (see Part II);

   roadways affected ___ (see Part III & Appendix F). Road closure procedure completed: _____.

4. Land description wording for bylaw: as follows ____; on attachments ____.
   Proposed designation Existing designation

   _____ _____

   _____ _____

   _____ _____

For assistance, contact Community Planning, Land Titles or Chief Surveyor's staff. Send copies of the titles and a sketch showing each area to be dedicated outlined in red with your request.

5. Master of Titles Order required ____; new Plan of Survey required ____ (see Part III).

   Reported to Council: _____ who resolved to have Land Surveyor complete ____.

6. Draft bylaw (and petition) sent for comments to: Land Titles ____; Chief Surveyor ____, on: _____.

   Revisions completed ____, bylaw ready ____, on: _____.

7. Bylaw No. _____: First reading given: _____; Second reading given: _____.

   Bylaw tabled until: _____. Third reading given: _____.

8. Bylaw (and petition) sent to: Land Titles ____; Chief Surveyor ____, on: _____.
   Note: Two certified copies of bylaw required - see Page A-2.
   Two copies of Petition and Affidavit required with Commissioner endorsement - see Page A-8.

9. Registered bylaw received: _____ and placed in Bylaw Register _____.

NOTES

APPENDIX B: UTILITY EASEMENTS

Easement agreements allow a landowner to grant another party limited use of part of the land. The agreement must legally describe an area or **right-of-way** that the other party may use. An agreement may be registered in a Land Titles office. Registered easements are noted on the back of the title to the affected land.

The sample easement agreement on Page B-2 is based on one used by the Saskatchewan Power Corporation and Saskatchewan Telecommunications. Variations of it are now registered on some dedicated lands. Municipalities may be asked to grant similar easements on municipal dedicated lands.

A rural municipality may pass a resolution to authorize entering into an easement agreement. Urban and northern municipalities must pass a bylaw (Section 175 of *The Urban Municipality Act, 1984*; Section 131 of *The Northern Municipalities Act*). Sample wording for a bylaw is shown below.

NAME OF MUNICIPALITY
BYLAW No. ____

A bylaw to provide for entering into an agreement respecting an utility easement.

The Council of the **NAME OF MUNICIPALITY** in the Province of Saskatchewan, enacts as follows:

1. The **NAME OF MUNICIPALITY** is hereby authorized to enter into an agreement of which an unsigned copy is attached hereto as "Exhibit A", with:

   NAME OF PARTY (the Grantee),

   for the purposes stated in the agreement.

2. The Mayor and Clerk / Administrator of the **NAME OF MUNICIPALITY** are hereby authorized to sign and seal the original agreement, and copies thereof, to allow the agreement to be registered in the **NAME** Land Titles office.

SEAL

Mayor / Reeve _____ Clerk / Administrator _____

In order to register an agreement, the company requesting the easement will ask for signatures and the municipal seal on as many copies as there are parties involved. A signed copy is kept by the Land Titles office, another is kept by each company affected, and one is returned to the municipality.

The sample bylaw wording allows an unsigned photocopy of the agreement to be used with the bylaw for the minutes and bylaw register. The utility companies do not need a copy of the bylaw. The registered copy of the agreement may be kept with the municipality's land records.

An easement agreement may involve a subdivision approval or a special affidavit. Section 134 of *The Planning and Development Act, 1983*, requires subdivision approval be obtained for new rights-of-way covering:
- drainage ditches and irrigation canals;
- main water and sewer pipe lines;
- oil and high pressure natural gas pipe lines;
- telephone transmission lines;
- high voltage power transmission lines; and
- water reservoirs.

The subdivision process allows major utility routes to be coordinated with community expansion plans. **Saskatchewan Community Services** or **Rural Development** planning staff will explain the process.

Subdivision approval is not needed for a right-of-way for a sewer, water, natural gas, power, or telecommunication distribution line or service connection. Instead, Section 134(12) permits use of an affidavit like the sample on Page B-3.

Easement agreements and subdivision approval are not needed for utility routes that are being located in roadways. A municipality controls new routes in roadways they administer. The Department of Highways and Transportation controls new routes in provincial highways.

SAMPLE UTILITY EASEMENT AGREEMENT

THIS AGREEMENT made in triplicate and entered into this ___ day of _____ , A.D.19___,

BETWEEN: NAME OF LANDOWNER
of and in the Province of Saskatchewan,
hereinafter called "the Grantor", OF THE FIRST PART

AND NAME OF UTILITY OWNER
hereinafter called "the Corporation (Grantee)" OF THE SECOND PART

WITNESSETH THAT the Grantor, being the registered owner of an estate in fee simple of:

LEGAL DESCRIPTION OF EASEMENT RIGHT-OF-WAY.

IN CONSIDERATION of the sum of (One Dollar minimum)* paid to the Grantor by the Corporation (the receipt whereof is hereby acknowledged) and in consideration of the covenants and conditions hereinafter mentioned to be kept and performed by the Corporation, HEREBY GRANTS, CONVEYS, TRANSFERS AND ASSIGNS, to the Corporation an easement for a right-of-way on, over, under and/or through the said parcel of land, such easement to consist of the right and privilege to the Corporation by itself, its employees and agents to enter upon the said land for the purpose of constructing, placing or laying therein or thereunder the following:

DESCRIPTION OF UTILITY (e.g. wires, pipelines, valves, poles, kiosks, transformers, transformer pads, conduits, fittings, meters, and such other apparatus or equipment and structures necessary or convenient in connection therewith for the carriage, conveyance, transportation and handling of natural or manufactured gas, electrical power, telephone, television and other communication services through or by means of the same on, over, under or through the said easement,)

and also full power, license and permission at any and all times to the Corporation, its employees and agents to enter upon the said land or such portions thereof as shall be necessary for the purpose of inspecting, repairing, replacing and maintaining the aforesaid equipment to do all work and things necessary and suitable for enabling the Corporation to accomplish effectively the purposes for which the within easement is being hereby acquired.

PROVIDED and it is hereby agreed that whenever the Corporation breaks or opens up the surface of the said easement for any purpose, the Corporation shall diligently and expeditiously complete the work for which such breaking or opening up was required, and shall, at the expense of the Corporation, restore the ground so broken and opened up as nearly as possible to its former condition forthwith upon the said work being completed.

THE GRANTOR shall be allowed free access to and use of the land within the said easement, except insofar as it might be necessary for the Corporation to use the same for the purposes hereinbefore specified; provided further that the Grantor shall not, without the prior written consent of the Corporation, excavate, drill, install or erect or permit to be excavated, drilled, installed or erected upon or under the said easement any pit, well, foundation, pavement, building or other structure or installation.

THIS AGREEMENT shall enure to the benefit of and be binding upon the Grantor and the Corporation and their respective successors and assigns.

IN WITNESS WHEREOF the parties hereto have executed this agreement on the date noted above.

FOR THE GRANTOR:

NOTE: ALWAYS INDICATE THE SIGNING AUTHORITY AND AFFIX SEAL NEAR SIGNATURES

Signature
(Mayor / Reeve)

Signature
(Administrator / Clerk)

FOR THE CORPORATION (GRANTEE):

Signature
Witness (if a seal is not available)

Signature
Company Title

* Proceeds for an easement right-of-way on dedicated lands must be posted to a municipality's Dedicated Lands Account.

An utility right-of-way can be shown on either a special survey plan, or described as part of a parcel (e.g. the most westerly 6 metres in perpendicular width throughout a lot). A description must be acceptable to a Land Titles office.

If a right-of-way is being based on a description, an affidavit, like the sample to the right, may form part of the easement agreement. If a right-of-way is based on a registered survey plan, an affidavit or a subdivision approval, may already be filed with the plan. Agreements referring to these plans then may be registered without the need for an additional affidavit or subdivision approval.

The Dedicated Lands Regulations require that easement rights-of-way on dedicated lands be kept to a minimum size consistent with:

- achieving the easement's purpose;
- preserving the land's effectiveness; and
- maintaining the land's usefulness.

See the figures below. **Community Planning** staff will help you determine if an easement proposal meets the criteria.

AFFIDAVIT

DOMINION OF CANADA
PROVINCE OF SASKATCHEWAN
TO WIT:

In the matter of Section 134(12) of The Planning and Development Act, 1983, and in the matter of an easement based on a described right-of-way.

I, **FULL LEGAL NAMES - NOT INITIALS**, of the **NAME OF MUNICIPALITY**, in the Province of Saskatchewan, **OCCUPATION** make oath and say:

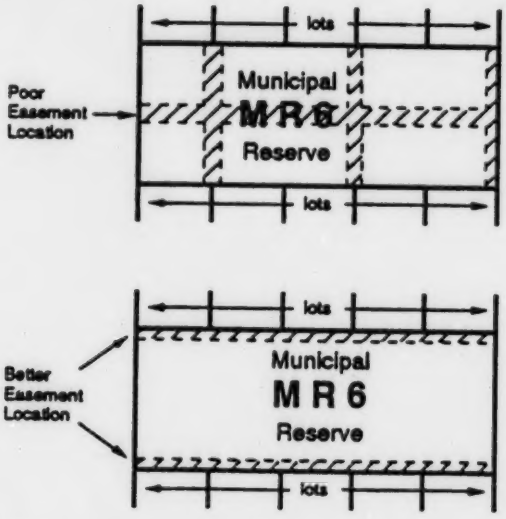
1) That I am the **JOB TITLE** for the **NAME OF UTILITY COMPANY** and as such have personal knowledge of the matters herein.

2) That the attached agreement dated the **DAY** of **MONTH, YEAR**, relates to a right-of-way being acquired for the purpose of a **TYPE** (e.g. telephone) distribution line to consumers or users of the service for which the right-of-way was secured and is not for the purpose of a general or major transmission line for such service.

Sworn before me at the
Name of Municipality, in
the Province of Saskatchewan,
this day of , A.D. 19 .

Signature

A Commissioner for Oaths in and
for the Province of Saskatchewan.
My Commission expires



This appendix is a procedural guide for clerks and administrators considering easement requests. If a municipality wants to register an easement, or has questions about an agreement's terms and conditions, the municipal solicitor should be consulted.

Solicitors will draft an easement agreement and the other documents required by Land Titles (e.g. an affidavit of execution, homestead declaration). A district Land Titles office may be consulted about their fees and other requirements.

NOTES

APPENDIX C: SAMPLE LEASE

THIS LEASE made this *-INSERT DAY-* of *-INSERT MONTH-*, A.D. *-INSERT YEAR-*

BETWEEN:

-INSERT FULL LEGAL NAME OF MUNICIPALITY-
In the Province of Saskatchewan,
(hereinafter referred to as the "Lessor")

OF THE FIRST PART

- and -

-INSERT FULL LEGAL NAME- NOTE: MUST BE AN INCORPORATED BODY
(hereinafter referred to as the "Lessee")

OF THE SECOND PART

WHEREAS *The Planning and Development Act, 1983*, provides that land dedicated as a *-INSERT TYPE OF DEDICATED LAND (i.e. municipal reserve)-* becomes the property of the municipality in which the land is located and therewith authority to lease such lands in accordance therewith and certain regulations passed pursuant thereto;

AND WHEREAS the *-INSERT FULL LEGAL NAME OF MUNICIPALITY-* is thereby empowered to lease such lands for any of the purposes provided for in the said Act;

AND WHEREAS the Lessee wishes to lease a *-INSERT TYPE OF LAND (i.e. municipal reserve)-* located in the *-INSERT NAME OF MUNICIPALITY-* for such a purpose;

NOW THEREFOR THIS LEASE WITNESSES THAT: In consideration of the rent paid, and the covenants and agreements hereinafter reserved and contained on the part of the Lessee, to be kept, observed and performed, the Lessor HAS DEMISED AND LEASED, and by these presents DOES DEMISE AND LEASE to the Lessee the following *-INSERT TYPE OF LAND-*, (hereinafter referred to as the "premises"), to wit:

-INSERT LEGAL DESCRIPTION OF LAND FROM THE TITLE-
(i.e. All of Municipal Reserve MR4 in the Town of Anyplace, in the Province of Saskatchewan, in the Dominion of Canada, according to a Plan of Record in the Land Titles Office for the -INSERT NAME- Land Registration District as No. -INSERT REGISTERED NUMBER-),

for a term of *-INSERT TERM* - years commencing the First day of *-INSERT MONTH and YEAR-*, and ending on the last day of *-INSERT MONTH and YEAR-*, both dates inclusive, unless terminated earlier in accordance with this lease, and for which the Lessee is to pay the non-refundable sum(s) of *-INSERT AMOUNT-* the receipt of which sum is hereby acknowledged *-OR-* to be paid by the *-INSERT DAY-* of every *-INSERT MONTH OR YEAR-* during the term of this lease.
NOTE: The maximum terms and rental rates are in The Dedicated Lands Regulations and on Page 4 of the text.

1. The Lessor covenants with the Lessee that, except as otherwise may be specifically provided for in this lease, if the Lessee has paid the rent and performs the covenants applicable to him hereunder, the Lessee shall peaceably hold the premises during the term without any interference by the Lessor.

2. This lease is made subject to the following conditions, to the fulfilment whereof the Lessee binds himself, namely:

(a) not to assign this lease nor sublet the premises or any portion thereof and in the event of a breach thereof, as determined solely by the Lessor, this lease shall immediately terminate as if it were the expiration of the original term;

(b) to use the premises exclusively for the purposes outlined in section 3 hereof, and in so doing shall promptly comply with any and all laws, ordinances, rules, bylaws, regulations or orders of any and all municipal, provincial and federal authorities, boards, commissions and other government agencies with respect to the premises and without restricting the generality of the foregoing the Lessee hereby agrees to observe and comply with the provisions of any regulations from time to time made under *The Planning and Development Act, 1983*, respecting dedicated lands as the same may be amended or substituted which may be applicable hereto and not inconsistent with the terms of this lease, in the same manner and to the same extent as if the same were expressly incorporated herein;

(c) to effect, not later than sixty (60) days from the date of this lease, and to keep in force during the term of this lease insurance protecting both the Lessor and the Lessee (without any rights of cross claim or subrogation against the Lessor) against claims for personal injury, death, property damage, or third party or public liability claims arising from any accident or occurrence upon or in the premises, from any cause and the Lessee shall pay all premiums and costs of all insurance required to be effected hereunder;
NOTE: THIS INSURANCE MUST BE CARRIED BY THE LESSEE AND BE IN ADDITION TO NORMAL MUNICIPAL REQUIREMENTS. A MINIMUM OF $2,000,000.00 IS RECOMMENDED.

(d) notwithstanding clause (c) hereof, to indemnify and save harmless the Lessor from all liabilities, damages, costs, claims, suits or actions arising out of:
(I) any breach, violation or non-performance of any covenant herein contained on the part of the Lessee;
(II) any damage to property howsoever occasioned by the use and occupation of the premises; or
(III) any injury to any person or persons, including death resulting at any time therefrom, occurring in or about the premises or any part thereof or resulting from the use and occupation of the said premises during the term of this lease from any cause whatsoever;

(e) to allow the public at large access to and enjoyment of the premises and any building, facility, structure or improvements thereon.
NOTE: The Sample Joint Use Agreement in Appendix D has special public access provisions for School Divisions.

3. It is understood and agreed between the parties hereto that the Lessee:
(a) shall use the premises exclusively for:
(I) -*SEE PERMITTED USES IN THE ACT AND DEDICATED LANDS REGULATIONS*-; and
(II) accessory structures and facilities thereto, in accordance with the terms of this lease and Section 197 of *The Planning and Development Act, 1983*;
NOTE: BUILDINGS AND ACCESSORY STRUCTURES CAN BE SHOWN ON AN APPENDED SITE PLAN.

(b) notwithstanding any other provision in this lease, shall not erect, construct, build, place or locate on the premises any building, facility, structure, utility lines or other improvement, other than those described in clause 3(a) without the Lessor's prior written consent; and

(c) without restricting the generality of the foregoing, agrees that no steps shall be taken to place or locate any water, sewer, gas, telephone, power or other utility lines in, on, over or under the premises for the purpose of providing the Lessee with such services without the Lessor's prior written consent.

4. It is further understood and agreed between the parties:

(a) that this lease may be terminated by either party upon not less than *-INSERT either sixty (60) days' or twelve (12) months'-* prior written notice to that effect mailed to the other by certified mail;

(b) that upon the termination or expiration of the term specified in this lease, pursuant to any provision hereof, or within thirty (30) days thereafter, the Lessee shall:
(I) vacate the premises and surrender the same to the Lessor in a neat and tidy condition and, without restricting the generality of the foregoing, shall fill and level excavations thereon; and
(II) cause all buildings, facilities, structures, improvements, utility lines, or chattel equipment erected, constructed, placed or located on the premises by the Lessee to be removed therefrom at his sole cost or expense and risk, failing which the Lessee's right, title or interest therein shall vest in the Lessor; and
(III) where the Lessee fails to fulfil any of his obligations under the foregoing subclauses (I) and (II), as determined solely by the Lessor, the Lessor may take such steps as may be needed to remove the Lessee from the premises and without restricting the generality of the foregoing, may discharge any of the obligations placed upon the Lessee by subclauses (I) and (II) and charge the expense for doing so against the Lessee.

5. The Lessee hereby declares:

(a) that he has inspected the premises before executing this lease and that his taking possession thereof shall be deemed conclusive evidence that he was satisfied with the state and condition thereof; and

(b) that no representations as to the condition or state of the premises have been made to him by the Lessor and that no promise has been made to alter, maintain or improve the premises.

6. (a) Any notice to the Lessor under this lease shall be sufficiently served if sent by certified mail to:

-INSERT FULL LEGAL NAME, ADDRESS and POSTAL CODE-

and any notice to the Lessee under this lease shall be sufficiently served if sent by certified mail to:

-INSERT FULL LEGAL NAME, ADDRESS and POSTAL CODE-.

(b) Either party may change its noted address by notice to the other in accordance herewith and any such change shall take effect immediately upon receipt of such notice.

7. Notwithstanding anything contained in this lease, nothing herein qualifies the authority vested in the Municipality or the Crown by Section 204 of *The Planning and Development Act, 1983.*

8. The Lessee acknowledges that he is not an officer, servant or agent of the Lessor and shall not hold himself out as such.

9. Any excusing, condoning, or overlooking by the Lessor of any default, breach or non-observance by the Lessee at any time of any covenant, proviso, condition or regulation in this lease shall not operate as a waiver of the Lessor's rights hereunder in respect of any subsequent default, breach or non-observance of terms of this lease and shall not defeat or affect in any way the Lessor's rights in respect of any subsequent default or breach, and no waiver shall be inferred from or implied by anything done or omitted by the Lessor save only express waiver in writing. All rights and remedies of the Lessor in this lease contained shall be cumulative and not alternative.

10. The Lessee acknowledges that there are no covenants, representations, warranties, agreements or conditions expressed or implied collateral or otherwise forming part of or in any way affecting or relating to this lease save as expressly set out in this lease and that this lease constitutes the entire agreement between the Lessor and Lessee and may not be modified except by subsequent agreement in writing executed by the Lessor and Lessee and that any consents issued by the Lessor pursuant to this lease shall be attached hereto and deemed to form part of this lease and the terms of this lease.

11. This lease and everything herein contained shall extend to, bind and ensure to the benefit of the heirs, executors, administrators and successors of each of the parties hereto and where the Lessor or Lessee is a male, female or a corporation, the provisions herein shall be read with all grammatical changes thereby rendered necessary and all rights and powers reserved to the Lessor hereunder may be exercised by either the Lessor or its agents or its representatives.

IN WITNESS WHEREOF the parties hereto have executed this lease as of the day and year noted.

For the Lessor: *-INSERT NAME OF MUNICIPALITY-*

Signature
Mayor/Reeve

Signature
Administrator/Clerk

SEAL

For the Lessee: *-INSERT FULL LEGAL NAME OF LESSEE-*

SIGNED, SEALED AND DELIVERED
in the presence of:

Signature
Lessee

Signature
Witness (if Lessee has no seal)

NAME OF MUNICIPALITY
BYLAW NO. ____

A bylaw to provide for entering into an agreement respecting the lease of municipal land.

The Council of the NAME OF MUNICIPALITY in the Province of Saskatchewan, enacts as follows:

1. The NAME OF MUNICIPALITY is hereby authorized to enter into an agreement, attached hereto to form part of this bylaw and marked "Exhibit A", with:

   NAME OF LESSEE

   for the purpose of leasing:

   LEGAL DESCRIPTION OF LAND

   subject to the terms and conditions stated in the attached agreement.

2. The Mayor and Clerk / Administrator of the NAME OF MUNICIPALITY are hereby authorized to sign and seal the attached agreement.

SEAL

Mayor

Clerk / Administrator

MUNICIPAL ACT REQUIREMENTS

A rural municipality may pass a resolution to authorize entering into a lease agreement. Urban and northern municipalities must pass a bylaw (Section 175 of *The Urban Municipality Act, 1984*; Section 131 of *The Northern Municipalities Act*). Sample wording for such a bylaw is shown to the left.

The sample agreement in this appendix is for discussion purposes only. A municipality's solicitor should draft an actual agreement. Each party's solicitor should review the agreement before it is executed.

APPENDIX D: SAMPLE JOINT USE AGREEMENT

THIS AGREEMENT made in quadruplicate this *-INSERT DAY, MONTH and YEAR-*,
BETWEEN:

The *-INSERT NAME OF MUNICIPALITY,*
-INSERT FULL ADDRESS and POSTAL CODE-
(hereinafter called the "Municipality") OF THE FIRST PART

-AND-

The Board of Education of the *-INSERT NAME-* School Division No. *-NUMBER-*,
-INSERT FULL ADDRESS and POSTAL CODE-
(hereinafter called "the Board") OF THE SECOND PART

WHEREAS the Municipality and the Board both wish to develop and maintain certain recreational and educational facilities and to organize certain public recreational programs;

AND WHEREAS it is the mutual desire of the Municipality and the Board to construct new facilities, to refit existing facilities and to utilize such facilities jointly, thereby increasing and improving services available to their respective constituents;

AND WHEREAS the parties are mutually desirous of making use of and enjoying facilities owned or operated by the other;

AND WHEREAS by this Agreement the parties wish to establish mechanisms for the joint utilization of their respective buildings, equipment, facilities, grounds and land;

AND WHEREAS, the Municipality owns:

DESCRIBE HERE OR ATTACH SCHEDULES LISTING: BUILDINGS, EQUIPMENT, FACILITIES and GROUNDS OR PORTIONS THEREOF TO BE JOINTLY USED,
(hereinafter called "Municipal facilities");

AND WHEREAS the Board owns:

DESCRIBE HERE OR ATTACH SCHEDULES LISTING: BUILDINGS, EQUIPMENT, FACILITIES and GROUNDS OR PORTIONS THEREOF TO BE JOINTLY USED,
(hereinafter called "Board facilities");

NOTE: Legal land descriptions should be used to refer to the grounds. A jointly approved site plan showing all buildings and facilities should be appended to this agreement.

NOW THEREFOR THIS AGREEMENT WITNESSES THAT: In consideration of the mutual and respective covenants, undertakings, terms and conditions set forth hereunder, the Parties agree as follows:

1. DEFINITIONS

1.1 Building means any enclosed permanent structure or portion thereof, as may be specified herein, used for recreation or school purposes and is owned, leased or occupied by the Board or Municipality or both.

1.2 Equipment means all non-consumable items owned by either Party used for educational or recreational purposes, including playground and sports or athletic structures on the grounds specified herein.

1.3 Facilities means all buildings, equipment and grounds as specified in this Agreement designed and used for school or recreation purposes that are owned, leased or occupied by the Board or Municipality or both.

1.4 Grounds means all lands exclusive of buildings or portions thereof as specified in this Agreement, which are owned, leased or operated by the Municipality or Board or both, and includes athletic fields, parking lots and fixed equipment.

1.5 Normal School Hours means 6:00 a.m. to 6:00 p.m. on weekdays being Monday to Friday excluding statutory holidays as established annually in a School Year Calendar by the Board.

2. JOINT USE FACILITIES

2.1 The aforesaid Municipal facilities and Board facilities shall be known as the Joint Use Facilities (or The *-INSERT NAME-* Sports Grounds).

2.2 The Joint Use Facilities may be used and enjoyed by each Party to this Agreement in accordance with the terms of this Agreement.

3. MANAGEMENT COMMITTEE

3.1 The Parties hereto agree to establish a committee called the "Joint Use Facilities (or Sports Grounds) Management Committee" (herein referred to as the "Management Committee") for the purpose of carrying out the terms of this Agreement.

3.2 The Parties agree that they are equally responsible for and bound by all acts or omissions of the Management Committee, and each member thereof, occurring in the course of its or their duties imposed in this Agreement.

3.3 The Parties further agree that neither may assert or maintain any claim against the other arising from any act or omission of the Management Committee or any member thereof, occurring in the course of its or their duties imposed in this Agreement.

4. MANAGEMENT COMMITTEE MEMBERSHIP

4.1 The Management Committee shall consist of _____ members of which ____ members shall be appointed by the Municipality and ____ members shall be appointed by the Board, subject to any future agreement by both Parties to add or decrease the total number of members provided there shall be equal representation.

4.2 Committee members shall be appointed and may be reappointed for a term of _____ years, not to exceed _____ years.

4.3 Either Party may, at any time, revoke the appointment of any committee member appointed by it.

4.4 The Party responsible shall appoint a replacement for any of its nominees whose appointment has been revoked or for any of its nominees that may have resigned.

4.5 All appointments shall be made in writing and written notice providing the name and address of the appointed member shall be given to the other Party.

4.6 The Management Committee shall appoint from its membership for ____ year terms, a Chairman, Vice-Chairman, and Secretary-Treasurer retaining the power to reappoint or revoke such appointments and to appoint any replacement when required.

5. MANAGEMENT COMMITTEE JURISDICTION

5.1 Subject to the other terms of this Agreement, the Management Committee shall generally be responsible for the administration and planning of development, the scheduling of use and access to and the maintenance of the Joint Use Facilities.

5.2 The Management Committee shall be specifically responsible for... (i.e. user fees and rules, liability for damage, damage deposits, other user conditions OR as stated in appended Schedule _____).

6. DEVELOPMENT COSTS

6.1 Fees for the design and drawing of Site Development Plans and for the levelling the grounds needed prior to construction of buildings or facilities shall be divided on the basis of _____ for the Board and _____ for the Municipality.

6.2 Costs for developing the (*i.e. baseball and fastball fields shown on the attached site plan*) shall be borne entirely by the Municipality.

6.3 Costs for developing the (*i.e. race track and football field shown on the attached site plan*) shall be borne entirely by the Board.

6.4 Costs for designing and constructing the buildings shown on the attached site plan(s) shall be borne by the (*i.e. respective owners*).

6.5 Costs for future facilities and grounds improvements shall be negotiated by the Parties prior to any development commencing.

7. SCHEDULING PROVISIONS ***NOTE: All times can be negotiated.***

7.1 It is the mutual intention of the Parties hereto that the Board shall enjoy preference of use and access to all facilities during normal school hours and that the Municipality shall enjoy scheduling priority outside of normal school hours.

7.2 The Parties shall make copies of their respective Recreation Board Schedule or School Year Calendar available to each other and to the Management Committee by the end of May of every year.

7.3 The Board shall make Board facilities available to the Municipality outside of normal school hours, provided however, that the Board may reserve unto its own use a maximum of 20% of the time between 6:00 p.m. and 9:00 p.m. on weekdays and 20% of the time between 6:00 a.m. and 9:00 p.m. on other days.

7.4 The Municipality shall make municipal facilities available to the Board during normal school hours, provided however that the Municipality may reserve unto its own use a maximum of 20% of the time during normal school hours.

7.4 Notwithstanding any of the above, the Parties recognize that occasional use of and access to school and municipal buildings and facilities may be required by the other during normal school hours and such access may be afforded provided the use of school facilities does not interfere with normal school activities.

7.5 Notwithstanding the above, the use of the facilities and grounds outside of normal school hours, shall be determined by the Management Committee subject to the conditions established in clause 5.2 which all users of the facilities shall comply with, and no person or group shall be permitted use of the facilities without their acceptance of the conditions nor without the prior written approval of the Management Committee.

8. MAINTENANCE

8.1 The *-INSERT NAME-* shall be generally responsible for ongoing maintenance of the grounds in such condition as required to keep them at a standard suitable for their intended use, and such maintenance shall include ongoing clean-up of all grounds and landscaping (trees, shrubs, and grassed areas).

8.2 Costs for ongoing grounds maintenance shall be apportioned on the basis of the Board being responsible for *-INSERT PERCENTAGE-* and the Municipality being responsible for *-INSERT PERCENTAGE-*, as the total costs are annually forecast or budgeted by (*i.e. the Management Committee*).

8.3 Costs for ongoing maintenance of the facilities shall be divided on the basis of the Municipality being responsible for (*i.e. the baseball and fastball fields*) and the Board being responsible for (*i.e. the race track and football field*).

8.4 Costs for operating and maintaining the buildings or portions thereof included in this Agreement shall be borne (*i.e. entirely by the building owner OR on the following basis:...*). *-INSERT PARTICULARS-*

9. EQUIPMENT

9.1 Any of the equipment referred to on Page 1 of this Agreement (or in the appended schedules), kept at a Municipal or Board building or facility shall be available to the other Party at (*i.e. no cost OR upon such conditions as the Management Committee may establish OR the following conditions:..*) - *PARTICULARS-*

10. DAMAGE TO FACILITIES AND LOSS OF OR DAMAGE TO EQUIPMENT

10.1 Costs involved in any repair of damage to the grounds or to any facility or equipment arising out of misuse by any Party shall be *-INSERT A CLAUSE LIKE EITHER OF THE FOLLOWING:*

...borne by the Parties equally, irrespective of the case thereof, the legal ownership of the land upon which facility or equipment is located, or the sponsorship or supervision of any event or activity during which such damage occurs. *-OR-*

...assessed against and paid by the Party responsible for the activity when the damage or loss occurred.

11. INSURANCE

11.1 The Parties agree that any liability incurred by either or both of them for damage or loss suffered by any other person through use or occupation of the grounds, or through any event, occurrence, or condition, relating to the grounds the legal responsibility for which resides in either of the Parties hereto, shall be borne equally by the Parties hereto notwithstanding the cause of such damage or loss, or the extent of the fault, if any, to either Party bringing about the same.

11.2 The Parties agree to obtain, maintain, and equally fund such insurance as they may from time to time agree is necessary to insure against such risk PROVIDED THAT such insurance shall carry a minimum of face value of $2,000,000.00 for loss occurring through death or personal injury, and $100,000.00 for loss or damage to property, AND PROVIDED FURTHER THAT such insurance shall cover all risks reasonably anticipated to arise in the intended use and occupation of the grounds.

12. GENERAL RESPONSIBILITIES

12.1 Both Parties hereby agree to use the Municipal and Board facilities exclusively for the purposes they were designed for, and in so doing shall promptly comply with any and all laws, ordinances, rules, bylaws, regulations or orders of any and all provincial and federal authorities, boards, commissions and other government agencies with respect to the facilities.

12.2 The Parties hereby agree that no steps shall be taken to place or locate any water, sewer, gas, telephone, power or other utility lines in, on, over or under the grounds without the prior written consents of the other Party and the Management Committee.

12.3 Notwithstanding the foregoing, if any dedicated lands, as defined by *The Planning and Development Act, 1983*, are affected by this Agreement, the Parties agree to comply to the provisions of the said Act and any regulations thereunder, as either may be amended or substituted, as if the same were stated herein.

13. ARBITRATION COMMITTEE

13.1 In case of a dispute between the Parties hereto concerning any aspect of this Agreement, an Arbitration Committee shall be appointed to hear and resolve a decision on the dispute.

13.2 The Arbitration Committee shall consist of three persons not on the Management Committee with: one member appointed by the Municipality; one member appointed by the Board; and one member to be appointed by mutual agreement of the Parties hereto.

13.3 The costs, if any, for the Arbitration Committee shall be apportioned equally between the Parties hereto.

13.4 The Parties hereto agree that any decision of an Arbitration Committee shall be binding on themselves.

14. AMENDMENT OR TERMINATION OF AGREEMENT

14.1 The Parties may, by mutual consent, amend the terms of or terminate this Agreement as so specified in writing and executed with the same formality and in like manner as was this Agreement.

14.2 If this Agreement is terminated, all money owing to the other Party shall be paid by the other.

15. COMING INTO EFFECT

15.1 This Agreement shall come into effect on the date of execution hereof and shall continue in full force and effect as amended from time to time determined pursuant to Part 14 above.

IN WITNESS WHEREOF THE PARTIES have executed these presents on the day and year first above written at the hands of proper signing officers in that regard and seal.

SEAL

_____
Mayor/Reeve

_____
Board Chairperson

SEAL

_____
Administrator/Clerk

_____
Secretary-Treasurer

MUNICIPAL ACT REQUIREMENTS

SAMPLE

NAME OF MUNICIPALITY
BYLAW NO. ____

A bylaw to provide for entering into an agreement for the joint use and maintenance of municipal buildings, equipment, facilities, grounds and lands.

The Council of the NAME OF MUNICIPALITY in the Province of Saskatchewan, enacts as follows:

1. The NAME OF MUNICIPALITY is hereby authorized to enter into an agreement, attached hereto to form part of this bylaw and marked as "Exhibit A", with:

   NAME OF OTHER PARTY

   for the joint use, operation and maintenance of their respective buildings, equipment, facilities, grounds and lands pursuant to the terms and conditions specified in the attached agreement.

2. The Mayor and Clerk / Administrator of the NAME OF MUNICIPALITY are hereby authorized to sign and seal the attached agreement.

SEAL

_____ _____
Mayor / Reeve Clerk / Administrator

All municipalities must pass a bylaw to authorize entering into a joint use agreement (Section 175 of *The Urban Municipality Act, 1984*; Section 131 of *The Northern Municipalities Act*; Section 254 of *The Rural Municipality Act, 1989*). Sample wording for a bylaw is shown to the left.

Council can appoint members to the committees specified in the agreement by resolution. Council members are eligible.

Dedicated lands may be included in the agreement pursuant to Sections 198 and 198.1 of *The Planning and Development Act, 1983*. These lands may be owned or leased by any participating municipality or school division.

The sample agreement in this appendix is for discussion purposes only. It requires substantial additions and revisions before it can be adopted. The parties should draft an agreement in conjunction with their solicitor's advice. Each party's solicitor should review an agreement before it is executed.

APPENDIX E

DEDICATED LANDS - SALE OR EXCHANGE

Appendix Contents

Procedure Flow Chart	Figure E
Introduction	Page E-1
Prerequisites	E-1
Assistance	E-1
Exceptions	E-1
Procedures	E-2
Step 1. Resolution	
Step 2. Bylaw	
Step 3. Public Notice	
Step 4. Utility Company Comments	
Step 5. Public Hearing	
Step 6. Ministerial Approval	
Step 7. MTO Application	
Step 8. Registration	
Bylaw Format	E-4
Making Certified Copies	E-4
Notice Format	E-5
Statutory Declaration	E-6
Affidavit as to Facts of Case	E-7
Commissioner of Oaths Endorsement	E-7
Petition for Amendment of Plan	E-8
Procedure Check List	E-9

DEDICATED LANDS - SALE OR EXCHANGE

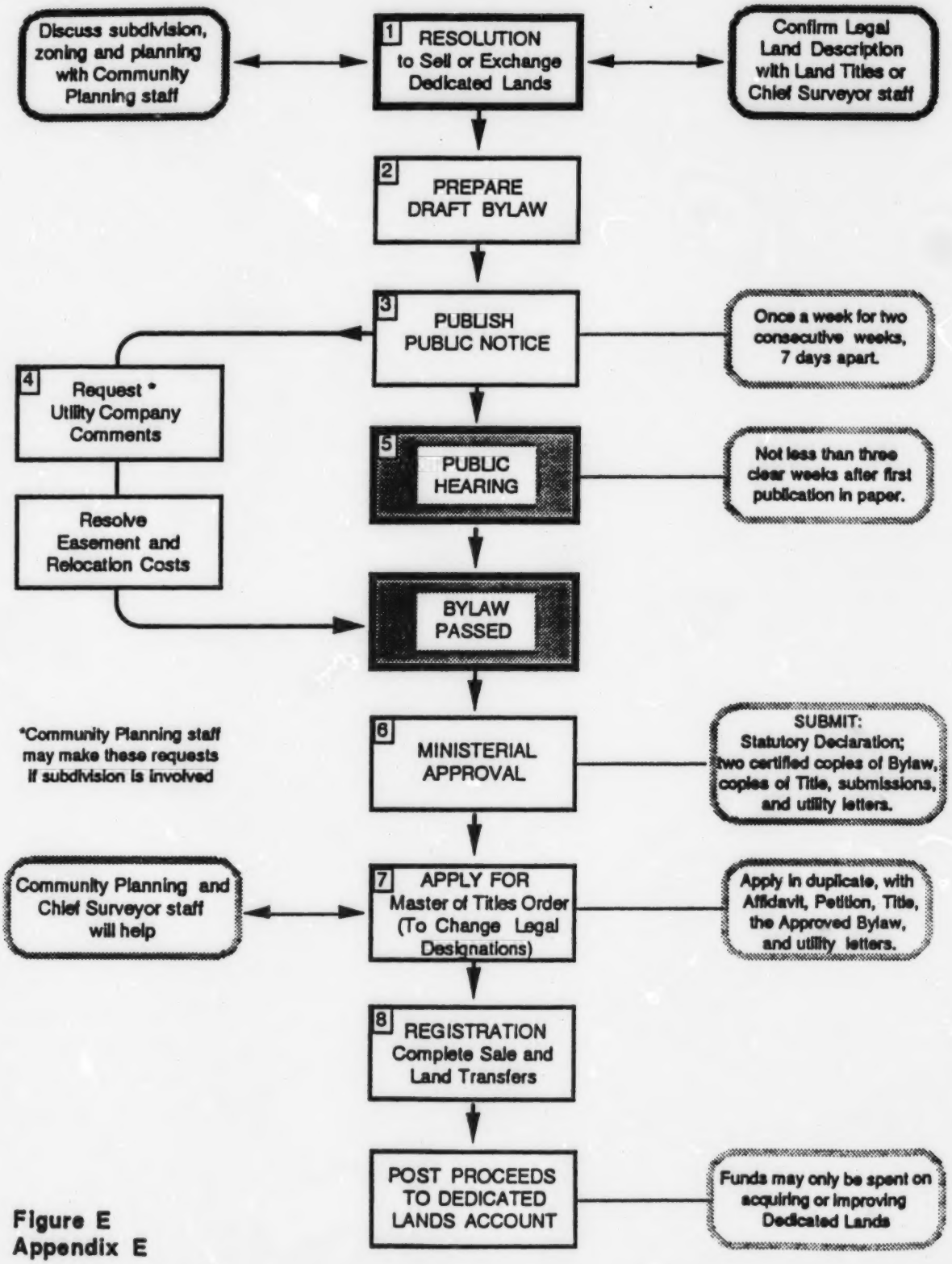

Discuss subdivision, zoning and planning with Community Planning staff
1 RESOLUTION to Sell or Exchange Dedicated Lands
Confirm Legal Land Description with Land Titles or Chief Surveyor staff
2 PREPARE DRAFT BYLAW
3 PUBLISH PUBLIC NOTICE
Once a week for two consecutive weeks, 7 days apart.
4 Request * Utility Company Comments
5 PUBLIC HEARING
Not less than three clear weeks after first publication in paper.
Resolve Easement and Relocation Costs
BYLAW PASSED
*Community Planning staff may make these requests if subdivision is involved
6 MINISTERIAL APPROVAL
SUBMIT: Statutory Declaration; two certified copies of Bylaw, copies of Title, submissions, and utility letters.
Community Planning and Chief Surveyor staff will help
7 APPLY FOR Master of Titles Order (To Change Legal Designations)
Apply in duplicate, with Affidavit, Petition, Title, the Approved Bylaw, and utility letters.
8 REGISTRATION Complete Sale and Land Transfers
POST PROCEEDS TO DEDICATED LANDS ACCOUNT
Funds may only be spent on acquiring or improving Dedicated Lands

Figure E
Appendix E

INTRODUCTION

Municipalities may use the information in this appendix when proposing the sale or exchange of dedicated lands. The information applies to buffer strips, environmental reserves, parks, public reserves, municipal reserves, walkways and utility parcels.

The procedures or steps are shown in Figure E. Pages E-2 and E-3 explain the steps and the forms to use from the other pages.

PREREQUISITES

You need prior Ministerial consent to use these procedures for an environmental reserve, or for Crown owned dedicated land held by Ministerial Order. Contact **Saskatchewan Community Services** or **Rural Development** planning staff about obtaining the consent.

A legal land description is needed to complete the forms in this appendix. The forms are drafted for a whole parcel as it is described on an existing survey plan and title. The forms need revisions for other situations.

Plans and titles can be examined at your district **Land Titles office** (LTO) for a fee. Copies of plans are available, at cost, from the **Chief Surveyor's Office** (CSO). Their address is **2024 Albert Street, Regina, Sask. S4P 2T7.**

For cases involving part of a parcel or more than one parcel, the land description must be acceptable to your LTO and the CSO. The CSO supplies legal land descriptions for a fee (send a sketch with your request). They decide if a Saskatchewan Land Surveyor is needed.

> A land surveyor may be needed if a proposal affects only part of a parcel or other land. Surveyors can be hired to do a new subdivision plan, a subdivision application, and Steps 4 and 7. If the affected land is included on a new subdivision plan, the surveyor may need to revise the forms required under Step 7.

EXCEPTIONS

Walkways - When cancelling a municipally owned walkway (i.e. designated Walkway W#), Steps 3 and 5 are not used. Instead, urban and northern municipalities must use Steps 4 b) and 4 c) from **Appendix F**. Rural municipalities do not have to give the public notice or hold a hearing. All municipalities must use **Appendix F** to cancel a Crown owned walkway.

Utility Parcels - These are shown on survey plans and titles as "Utility Parcel U#". They can be transferred to another municipality by registering a completed Transfer by Corporation form in your district LTO. To sell a utility parcel or change its boundaries, only Steps 4, 7 and 8 are required.

Reserves Created By Directive or Bylaw - Land can be dedicated as environmental reserve or public reserve by a ministerial directive, or municipal reserve by a bylaw. **Appendix A** explains how the directive or bylaw can be registered on the land. These reserves can be cancelled using Steps 1 to 8 with the following stipulations.

Part II of **Appendix A** explains how the reserve designation may be only on a title. To cancel the designation, a Master of Titles Order is still needed to amend the title. The affidavit and petition on Pages E-7 and E-8 can be reworded to request the title amendment.

If the land was dedicated by a bylaw, a rescinding bylaw will be needed to remove the dedication bylaw from the bylaw register. If only part of the land is affected, an amending bylaw will do. These bylaws must be passed after the sale or exchange bylaw on page E-4 has ministerial approval.

ASSISTANCE

Saskatchewan Community Services or **Rural Development** planning staff will help with these procedures. Their addresses and phone numbers are in the *MUNICIPAL DIRECTORY* and on subdivision application forms.

PROCEDURES: A check list starts on Page E-9.

1. RESOLUTION

Council passes a two part resolution: proposing the sale or exchange; and authorizing preparation of the required documentation. A general property description may be used in the resolution. The legal description must be used later. No binding agreements for the land should be made until all the steps are done.

2. BYLAW

Draft a proposed bylaw like the sample on Page E-4. Any sale proceeds must be posted to a **Dedicated Lands Account** in the municipal ledger. Under *The Dedicated Lands Regulations*, councils can authorize expenditures from a Dedicated Lands Account only for buying, developing or maintaining other reserves in or outside the community.

3. PUBLIC NOTICE

Draft a notice using the format on Page E-5. A notice must outline reasons for the sale or exchange and advertise a public hearing to discuss the proposal. The notice must be published twice in a local newspaper. There must be seven days between appearances and fourteen days between the last appearance and the hearing (save copies of the newspaper for Step 6).
If the time constraints are met, the hearing may be held during a council meeting.

With prior approval, another notice method may be used (i.e. notices mailed with utility bills). To obtain this approval, send Community Planning a letter explaining the preferred method and the reasons for it. Include copies of the proposed bylaw and notice.

4. UTILITY COMPANY COMMENTS

Request a consent letter from SaskTel, SaskPower, SaskEnergy and any other utility or cable-TV company that may have lines on, in or over the land. Include the reasons for the request and the legal land description. Easement agreements or relocation costs may have to be negotiated with them for existing lines. The land's title may show if any utility easements exist.
Some current Crown utility company addresses are:

SaskPower - Land Department, 2025 Victoria Avenue, Regina, Sask. S4P 0S1

SaskEnergy - Provincial Gas Ltd. (South), 445 Hoffer Drive, Box 3839, Regina, Sask. S4P 3R8

SaskTel - Lands and Easements (South), 2121 Saskatchewan Drive, Regina, Sask. S4P 3Y2;

or SaskEnergy - Provincial Gas Ltd. (North), 408 - 36th. Street East, Saskatoon, Sask. S7K 6K8

SaskTel - Lands and Easements (North), 140 1st. Avenue North, Saskatoon, Sask. S7K 1W8.

(If the land is part of a subdivision application, the Land Surveyor or Community Planning may obtain the comments.)

5. PUBLIC HEARING

During the hearing, the clerk should keep notes on the discussion and copies of any written submissions. If the hearing is held during a council meeting, council must resolve to suspend the meeting and open the hearing.

After the hearing, Council can decide whether to pass the bylaw. If unanimous consent is given to do so, the bylaw can be given three readings at the same council meeting. Otherwise, council must give first and second readings at one meeting and the third reading at the next.

6. MINISTERIAL APPROVAL

Prepare a statutory declaration like the sample on Page E-6, and append the following:

a) two certified copies of the bylaw (see Page E-4);
b) original copies or photocopies of the newspaper or other notices;
c) a photocopy of the Duplicate Certificate of Title for the land;
d) certified copies of any written submissions or meeting notes; and
e) photocopies of the utility company consent letters (unless obtained by CPSB).

Have the documents endorsed by a Commissioner of Oaths (see Page E-7). Then send the material to your Community Planning Services office. If approved, Community Planning returns one copy of the bylaw showing the endorsement.

7. MTO APPLICATION

Only a municipality or the Crown may own land designated as a buffer, park or reserve. A **Master of Titles Order (MTO)** can change the designation so that the land can be sold to a private person or corporation. MTO applications must be prepared **in duplicate**, as follows:

a) two copies of an affidavit like that on Page E-7 with original signatures on both;

b) two copies of a petition like that on Page E-8 with original signatures on both;

c) the original utility company consent letters and a photocopy of each;

d) two certified copies of the **approved** bylaw (see Page E-4); and

e) the affected land's Duplicate Certificate of Title, or a photocopy of the title if the original Duplicate is in the district Land Titles office.

Draft applications may be sent to the Chief Surveyor's office for comments before formally executing the documents. Their address is **2024 Albert Street, Regina, Sask. S4P 2T7.**

Have the documents endorsed by a Commissioner of Oaths (see Page E-7). Then, send both copies of the application to the Chief Surveyor's office, or the surveyor preparing a new subdivision plan. The surveyor must send the completed application with the new plan to the Chief Surveyor. Once the Chief Surveyor's office accepts the documents, they:

a) draft the MTO to amend the existing plan of survey; and

b) submit the material to the district Land Titles office for registration.

8. REGISTRATION

The Land Titles office will send the municipality a copy of the registered MTO and a new Duplicate Certificate of Title. Then, the land can be transferred to a buyer by registering a completed **Transfer By Corporation** form in Land Titles. This process may be revised if there is a new subdivision plan. Consult the surveyor for details.

These procedures are based on *The Planning and Development Act, 1983*, *The Land Titles Act* and related regulations and policies. The legislation must be used for legal interpretations.

SAMPLE BYLAW

NAME OF MUNICIPALITY-
BYLAW NO. ___

A bylaw to provide for the (sale / exchange) of dedicated lands.

The Council of the NAME OF MUNICIPALITY in the Province of Saskatchewan enacts: -SELECT APPROPRIATE CLAUSES-

(1) To sell the following dedicated land at fair market value:

LEGAL LAND DESCRIPTION

with the sale proceeds to be posted to the Dedicated Lands Account for future expenditure on other dedicated lands.

-OR-

(1) To exchange the following municipal reserve land:

a) LEGAL LAND DESCRIPTION

for the dedication as municipal reserve of the following land which has an equal or greater value:

b) LEGAL LAND DESCRIPTION

(2) That the Clerk do such other things necessary to effect the intent of this Bylaw.

(3) That this Bylaw take effect upon the date it is approved by the Minister.

SEAL

Mayor / Reeve

Administrator / Clerk

Land descriptions in the bylaw should be copied from the affected land's title. If only part of a parcel is affected, the description must be acceptable to your Land Titles office or the Chief Surveyor's office, and it may need subdivision approval.

Only municipal reserve may be exchanged for other land. New municipal reserves may be dedicated two ways.

One way is to hire a Saskatchewan Land Surveyor to register a new survey plan showing the reserve. Then clause 1 b) might refer to: "Municipal Reserve MR# shown on the attached copy of a plan of proposed subdivision signed by NAME, S.L.S., on DATE".

The other way is to pass another bylaw using the procedure in Appendix A. This method may be used only when land to be dedicated has an existing title.

MAKING CERTIFIED COPIES

Leave blank space in the bylaw for the following endorsements. Another is shown on Page E-7.

6. MINISTERIAL APPROVAL

Under Step 6, you need two copies of the bylaw to obtain Ministerial approval. Photocopies of the original signed bylaw may be used. Certify each copy using the following wording with an original signature and the municipal seal.

Certified a true copy of Bylaw No._____ passed by Council on DATE .

_____Signature_____ SEAL
ADMINISTRATOR / CLERK

7. MTO APPLICATION

Under Step 7, you need two copies of the bylaw that shows the Ministerial approval. Use photocopies of the approved version from Step 6. Certify each using the following wording with an original signature and the municipal seal.

Certified a true copy of Bylaw No._____ approved by the Deputy Minister on DATE.

_____Signature_____ SEAL
ADMINISTRATOR / CLERK

The public notice wording may follow the format shown to the right. The notice must state that a sale or an exchange is proposed; not both.

SAMPLE

PUBLIC NOTICE OF THE PROPOSED
(SALE/EXCHANGE) OF DEDICATED LANDS

Pursuant to The Planning and Development Act, 1983, Public Notice is hereby given, that the Council of the **NAME OF MUNICIPALITY** intends to consider adopting a bylaw to (sell/exchange) the following public land.

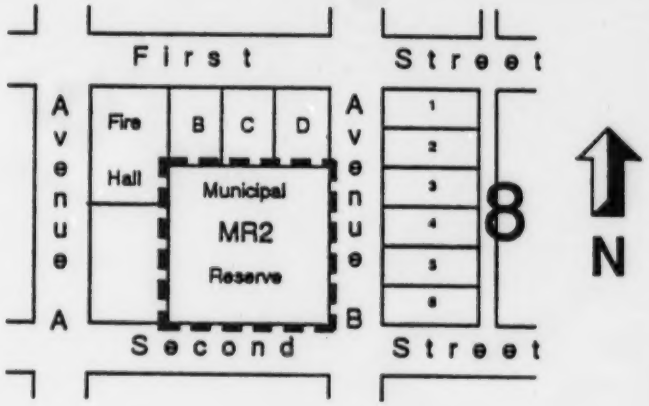
INSERT LEGAL LAND DESCRIPTION
(e.g. All of Municipal Reserve MR2, Anyplace, Saskatchewan, Plan 12-Z-12345.)

The affected land is generally known as:

STATE ADDRESS, PARK NAME, STREET REFERENCES, OR ANY OTHER FEATURES THAT IDENTIFY THE AREA.

The following map shows the land... (e.g. outlined by a bold dashed line).

The map must clearly identify the surrounding area and the affected land. Show area street names and local landmarks. Show the land crosshatched, shaded or outlined by a bold dashed line.



If an exchange is proposed, the reason should state the address or general location and the legal description of the land being dedicated. Another map showing the area is recomended.

The reason(s) for the (sale/exchange) are... **STATE.**

The proposed bylaw may be inspected by any interested person or group at the **MUNICIPAL OFFICE** on any judicial day between **HOURS.** Copies of the bylaw are available at a cost of **PHOTOCOPY COST** each.

Council will hold a public meeting **LOCATION, DAY and TIME** (e.g. in Council Chambers on May 18, 1999, at 8:00 PM) to hear any person or group who wants to comment on the proposal. A letter or petition giving the reasons for appearing may be delivered or sent to the undersigned by (e.g. 4:30 PM on the Friday preceding a Monday hearing).

Issued at the **NAME OF MUNICIPALITY** this **DAY, MONTH and YEAR.**

Signed: NAME
Administrator/Clerk

SAMPLE

STATUTORY DECLARATION

CANADA
Province of Saskatchewan

In the matters of The Planning and Development Act, 1983, and a Bylaw passed by the Council of the NAME OF MUNICIPALITY to (sell/exchange) dedicated land.

I, FULL NAMES - NO INITIALS of the NAME OF MUNICIPALITY in the Province of Saskatchewan, OCCUPATION (e.g. Municipal Administrator), Do Solemnly Declare:

1. That I am the JOB TITLE (e.g. Administrator) for the NAME OF MUNICIPALITY and as such have personal knowledge of the matters herein.

2. That attached hereto and marked Exhibit "A" to this my declaration are two certified copies of Bylaw No. __#__ passed by the Council of the NAME OF MUNICIPALITY, at an open meeting duly convened and held on the DAY of MONTH, 19__, there having been a quorum present at the meeting.

3. That attached hereto and marked Exhibit "B" to this my declaration is a copy of the Notice of Intention to pass the said Bylaw, as was given by publication of the Notice for two successive weeks in the NAME OF NEWSPAPER, which circulated in the NAME OF MUNICIPALITY on the DAY of MONTH, 19__, and DAY of MONTH, 19__.

4. That Council held a public meeting on the INSERT DATE and TIME to receive or hear any submissions on or representations about the proposal.

5. USE APPROPRIATE SENTENCE(S)
   That no submissions or representations were received.
   That NUMBER written submissions were received of which certified copies of are attached hereto as Exhibits "C", "D", etc.
   That NUMBER verbal representations were heard of which summaries are attached hereto as Exhibits "E", "F", etc.

6. That attached are unaltered photocopies of consent letters received from the following utility companies: LIST AND MARK AS EXHIBITS

And I make this solemn declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and by virtue of The Canada Evidence Act.

Declared before me in the NAME OF MUNICIPALITY in the Province of Saskatchewan this __ day of _____, 19__.

_____
Signature
(of person swearing declaration)

_____
Signature
A Commissioner for Oaths in and for the Province of Saskatchewan.
My Commission expires _____, 19__.

A statutory declaration is not required when a walkway or utility parcel is involved.

Clause 3 must be revised if another notice method was used (e.g. as was given by mail with municipal utility invoices sent to each household on the DAY of MONTH, 19__).

If a related subdivision application is involved, Community Planning staff may obtain the utility company comments.

Note the Commissioner of Oaths requirements on the next page.

Two copies of the Affidavit shown to the right are required. Each copy must have original signatures.

SAMPLE

AFFIDAVIT AS TO FACTS OF CASE

PROVINCE OF SASKATCHEWAN
TO WIT

In the matters of The Land Titles Act, and an amendment to a plan of survey in (IF RM: the __ ¼ Sec. Twp. Rge. W of Mer.) in the NAME OF MUNICIPALITY, registered in the Land Titles Office for the NAME Land Registration District as No. REGISTERED NUMBER.

I, FULL NAMES - NO INITIALS, of the NAME OF MUNICIPALITY, in the Province of Saskatchewan, OCCUPATION (e.g. Municipal Administrator) make oath and say:

1) That I am the JOB TITLE (e.g. Administrator) for the NAME OF MUNICIPALITY, and as such have personal knowledge of the matters herein.

2) That annexed hereto and marked Exhibit "__" to this my Affidavit is the Petition of the NAME OF MUNICIPALITY dated the DAY of MONTH, 19__.

3) That the facts, matters and things set forth in the annexed Petition are true in substance and in fact, to the best of my knowledge, information and belief.

4) That annexed hereto and marked Exhibit "__" to this my Affidavit is a certified true copy of Bylaw No. ____ passed by the Council of the NAME OF MUNICIPALITY on the DAY of MONTH, 19__, which was approved by the (Deputy) Minister of (Urban Affairs or Rural Development) on the DAY of MONTH, 19__.

Sworn before me in and at the NAME OF MUNICIPALITY, in the Province of Saskatchewan, this ___ day of ____, A.D. 19__.

_____ Signature _____

_____ Signature _____
A Commissioner for Oaths in and for the Province of Saskatchewan.
My Commission expires _____,19__.

Note the Commissioner of Oaths requirement below.

COMMISSIONER OF OATHS ENDORSEMENT

A Commissioner of Oaths must endorse every Exhibit attached to an Affidavit or a Declaration. Wording like that to the right may be used. It can be stamped or typed on the attachments. Two different versions will eventually be shown on the bylaw for the separate applications under Steps 6 and 7.

This is Exhibit "___" referred to in the Affidavit of FULL NAME OF PERSON SWORN BEFORE ME this _____ day of _____, A. D. 19__.

_____ Signature _____
A Commissioner for Oaths in and for the Province of Saskatchewan.
My Commission expires _____,19__.

SAMPLE

PETITION FOR AMENDMENT OF PLAN

BEFORE THE MASTER OF TITLES FOR THE PROVINCE OF SASKATCHEWAN

In the matters of The Land Titles Act and an amendment to a plan of survey in the (IF RM: ¼ Sec. Twp. Rge. Mer. in the) the NAME OF MUNICIPALITY registered in the Land Titles Office for the NAME Land Registration District as No. NUMBER.

The Petition of the NAME OF MUNICIPALITY in the Province of Saskatchewan, SHOWETH:

1) THAT the NAME OF MUNICIPALITY is the owner, (in fee simple or as otherwise stated on the Duplicate Certificate of Title) of:

INSERT LEGAL LAND DESCRIPTION

2) THAT to STATE REASON(S), redesignation of the land is required.

3) THAT the following utility companies have consented to the foregoing as evidenced by the enclosed original or certified copy* of their respective consent letters: Saskatchewan Telecommunications, the Saskatchewan Power Corporation, the Saskatchewan Energy Corporation, and (and any others required).

4) THAT the Minister of (Community Services or Rural Development) has consented to the above pursuant to The Planning and Development Act, 1983, as evidenced by the enclosed certified copy of Bylaw No. ___ showing the approval.

THEREFORE your Petitioner requests that the Master of Titles issue an Order directing:

A) THAT the said plan of survey registered as Number REGISTERED NUMBER be amended by designating the aforesaid land as INSERT NEW Lot/Block or Parcel DESIGNATION.

B) THAT a new Certificate of Title, and Duplicate thereof, be issued in the name of: NAME OF MUNICIPALITY, FULL ADDRESS and POSTAL CODE.

C) THAT such further things be done which the Master of Titles may deem necessary and expedient in the circumstances.

Dated at the NAME OF MUNICIPALITY,
this ____ day of _____, A.D. 19__. SEAL

Signature
Mayor / Reeve

Signature
Administrator / Clerk

Two copies of the Petition are required. **Each copy must have original signatures and seals.**

A draft copy of a Petition may be sent to the Chief Surveyor's office for comments before it is formerly executed. They will help you correct any errors or omissions.

Delete clause 4) if selling or cancelling an utility parcel. Ministerial approval is not required to sell an utility parcel.

* The original letters must accompany one copy of the Petition. Photocopies of the letters may accompany the second copy of the Petition. Certify each photocopy using the wording like that to the right with an original signature and the municipal seal.

Certified a true copy this
DAY of MONTH, YEAR.
SEAL

Signature
Administrator / Clerk

PROCEDURE CHECK LIST

1. **RESOLUTION.** No. _____. Passed on _____. For sale ___ or exchange ___.

1.1 General land description or address:

1.2 Legal land description: Existing title description ___ or new description needed ___.

If new description needed, letter and sketch sent to Chief Surveyor on _____.

Legal description:

1.3 If an exchange, other land to be dedicated by new survey plan ___ or bylaw ___ (Appendix A).

If plan, surveyor hired ___, plan of proposed subdivision prepared on _____.

Subdivision application submitted to Community Planning Services on: _____.

(See utility section on next page.)

If bylaw, draft prepared ___. Land description from title:

2. **BYLAW (Page E-4)** (not needed for an utility parcel). Drafted on:_____.

First & Second Readings given on _____. Bylaw No. _____.

3. **PUBLIC NOTICE (Page F-5)** (not needed for an utility parcel).

Method: Newspaper ___ or other ___.

3.1 If newspaper, select publication and hearing dates.

First appearance to be on _____ (must be three weeks before hearing).

Second appearance to be on _____ (must be two weeks before hearing).

Hearing date to be on _____.

Notice drafted ___ and submitted for publication on _____.

(Remember to save copies of the newspaper notices.)

3.2 If other method, select a hearing date that allows more than three weeks between the day people are likely to receive the notice and the hearing. Also allow time for Community Planning's reply below.

Notice drafted ___ and sent to Community Planning Services for approval on _____.

(Send copies of draft bylaw, proposed notice and reasons for chosen method).

Approval received ___, notices mailed or delivered on _____.

4. UTILITY COMPANY COMMENTS. Request letter prepared ___ (state reasons, land description).

Requests sent to:	Easement: Required	Granted	Relocation costs: Required	Arranged	Consent Received
SaskTel	_____	_____	_____	_____	_____
SaskPOWER	_____	_____	_____	_____	_____
SaskENERGY	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

Note: Community Planning Services may obtain utility comments when reviewing a subdivision application.

5. PUBLIC HEARING (not needed for an utility parcel). Held on _____.

Submissions received ___. Verbal presentations ___.

Council decision on bylaw(s): tabled until _____; passed on _____.

6. MINISTERIAL APPROVAL (not needed for an utility parcel).

6.1 Prepare:
- a statutory declaration* (Page E-6). . . . . ___
- two certified copies of the bylaw (Page E-4) . . . . . ___
- copies of the newspaper or other notices* . . . . . ___
- a photocopy of the Duplicate Certificate of Title . . . . . ___
- certified copies of any written submissions or meeting notes* . . ___
- photocopies of the utility company consents . . . . . ___

(*not needed for a walkway)

6.2 Commissioner of Oaths endorsement (Page E-7) received on: _____.

6.3 Sent to Community Planning Services on: _____. Approved Bylaw received _____.

7. MTO APPLICATION

7.1 Prepared:
- two copies of affidavit (Page E-7) with original signatures on both . . . . . ___
- two copies of petition (Page E-8) with original signatures on both . . . . . ___
- two photocopies of the Duplicate Certificate of Title . . . . . ___
- original Duplicate sent to or in Land Titles office . . . . . ___
- the original utility company consent letters and a photocopy of each . . . . . ___
- two certified copies of the **approved** bylaw (Page E-4) . . . . . ___

(A bylaw is not required for an utility parcel.)

7.2 Drafts to Chief Surveyor for comments: not sent ___; sent on: _____.

7.3 Documents endorsed by a Commissioner of Oaths (Page E-7) on: _____.

7.4 Both copies of application sent to: Surveyor _____; or the Chief Surveyor's Office on: _____.

(Include municipal reserve designation bylaw if concurrent registration is wanted.)

8. REGISTRATION. Registered MTO and new title received: _____.

OR copy of registered plan received _____.